

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER THE
SECURITIES ACT OF 1933**

THE PNC FINANCIAL SERVICES GROUP, INC.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

25-1435979
(IRS Employer
Identification No.)

**One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222-2707**
(Address, including zip code, of registrant's principal executive offices)

**The PNC Financial Services Group, Inc. Incentive Savings Plan
PNC Global Investment Servicing Inc. Retirement Savings Plan**
(Full titles of the plans)

Richard J. Johnson
Executive Vice President and Chief Financial Officer
The PNC Financial Services Group, Inc.
One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222-2707
(412) 762-2000
(Name, address, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$5.00 Par Value (3)	30,000,000	\$26.27	\$788,100,000	\$43,975.98

- (1) Pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also covers an indeterminate amount of interests in The PNC Financial Services Group, Inc. Incentive Savings Plan and in the PNC Global Investment Servicing Inc. Retirement Savings Plan. In accordance with Rule 457(h)(2), no separate fee is required.
- (2) Calculated pursuant to Rule 457(h) of the Securities Act of 1933, solely for the purpose of computing the registration fee, based on the average of the high and low sale prices of the common stock of The PNC Financial Services Group, Inc. ("PNC") as reported on the New York Stock Exchange on March 12, 2009.
- (3) This Registration Statement covers the following number of shares with respect to each plan named above.

Name of Plan	Number of Shares of Common Stock
The PNC Financial Services Group, Inc. Incentive Savings Plan	26,500,000
PNC Global Investment Servicing Inc. Retirement Savings Plan	3,500,000



EXPLANATORY NOTE

The purpose of this Registration Statement is to register shares of The PNC Financial Services Group, Inc. common stock, par value \$5.00 per share, for issuance pursuant to two of its employee benefit plans: The PNC Financial Services Group, Inc. Incentive Savings Plan (the "ISP") and the PNC Global Investment Servicing Inc. Retirement Savings Plan (the "RSP," formerly the PFPC Inc. Retirement Savings Plan).

This Registration Statement covers 26,500,000 of such shares with respect to the ISP and 3,500,000 of such shares with respect to the RSP. It also covers an indeterminate amount of interests in each such plan.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, each as filed by The PNC Financial Services Group, Inc. ("PNC" or the "Registrant"), the ISP or the RSP, as applicable, with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended ("Exchange Act"), are incorporated herein by reference:

- PNC's annual report on Form 10-K for the year ended December 31, 2008
- PNC's current reports on Form 8-K filed with the Commission on January 2, 2009 (two filings), February 13, 2009, February 19, 2009, and March 3, 2009 (only with respect to information in Item 8.01, Item 9.01 with regard to Exhibits 99.2 and 99.3, and those exhibits)
- The ISP's annual report on Form 11-K for the year ended December 31, 2007
- The RSP's annual report on Form 11-K for the year ended December 31, 2007
- The description of PNC common stock set forth in the registration statement on Form 8-A filed by PNC pursuant to Section 12 of the Exchange Act on September 24, 1987, including any amendment or report filed with the Commission for the purpose of updating this description

All documents filed by PNC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act and all documents filed by the ISP and the RSP pursuant to Section 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment hereto, which indicates that all securities offered hereunder have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any report, document or portion thereof that is furnished to, but not filed with, the Commission is not incorporated by reference.

Any statement contained in a document incorporated or deemed to be incorporated by reference or deemed to be part of this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference in this Registration Statement modifies or replaces such statement. Any statement contained in a document that is deemed to be incorporated by reference or deemed to be part of this Registration Statement after the most recent effective date may modify or replace existing statements contained in this Registration Statement. Any such statement so modified or replaced shall not be deemed, except as so modified or replaced, to constitute a part of this Registration Statement.

Experts

The consolidated financial statements of PNC and its subsidiaries as of December 31, 2008 and 2007, and for the years then ended, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2008 incorporated in this Registration Statement by reference to the Annual Report on Form 10-K for the year ended December 31, 2008, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of PNC and its subsidiaries for the year ended December 31, 2006 incorporated in this Registration Statement by reference to PNC's Annual Report on Form 10-K for the year ended December 31, 2008, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is incorporated herein by reference (which report expresses an unqualified opinion on the consolidated financial statement and includes explanatory paragraphs relating to the restatement of the consolidated statements of cash flows, PNC's adoption of Statement of Financial Accounting Standard No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans — an amendment of FASB Statements No. 87, 88, 106, and 132(R)" and PNC's use of the equity method of accounting to recognize its investment in BlackRock, Inc.) and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The financial statements of the ISP as of and for the year ended December 31, 2007 included in the ISP's annual report on Form 11-K for the year ended December 31, 2007 and the financial statements of the RSP as of and for the year ended December 31, 2007 included in the RSP's annual report on Form 11-K for the year ended December 31, 2007 have been audited by Milligan & Company, LLC, an independent registered public accounting firm, as set forth in their reports thereon, included therein, which are incorporated herein by reference and have been so incorporated in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The financial statements of the ISP as of and for the year ended December 31, 2006 included in the ISP's annual report on Form 11-K for the year ended December 31, 2007 and the financial statements of the RSP as of and for the year ended December 31, 2006 included in the RSP's annual report on Form 11-K for the year ended December 31, 2007 have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as set forth in their reports, which are incorporated herein by reference and have been so incorporated in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

Documents incorporated herein by reference in the future will include financial statements, related schedules (if required), management's assessment of the effectiveness of internal control over financial reporting and independent auditors' reports. These financial statements and schedules and the effectiveness of internal control over financial reporting will have been audited to the extent and for the periods set forth in such reports by the firm or firms rendering such reports, and, to the extent so audited and consent to incorporation by reference is given, such financials statements and schedules and opinion regarding the effectiveness of internal control will be incorporated herein by reference in reliance upon such reports given upon the authority of such firms as experts in accounting and auditing.

Item 6. Indemnification of Directors and Officers.

PNC is incorporated under the laws of the Commonwealth of Pennsylvania. Sections 1741 and 1742 of the Pennsylvania Business Corporation Law ("PBCL") provide that a Pennsylvania corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe the person's conduct was unlawful. In the case of an action brought by or in the right of the corporation, indemnification of any person who was or is a party or is threatened to be made a party to the action by reason of the fact that the person is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another enterprise, against expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action is permitted if such person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. No indemnification is permitted under this provision, however, in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the corporation is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses that the court of common pleas or other court deems proper.

Section 1743 of the PBCL provides, in general, that a corporation must indemnify any representative of a business corporation who has been successful on the merits or otherwise in defense of any action or proceeding referred to in Section 1741 or Section 1742 or in defense of any claim, issue, or matter therein, against expenses (including attorney fees) actually and reasonably incurred therein.

Section 1746 of the PBCL provides that the foregoing provisions shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under, among other things, any by-law provision, provided that no indemnification may be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

Our By-Laws provide for the mandatory indemnification of directors and officers in accordance with and to the full extent permitted by the laws of the Commonwealth of Pennsylvania as in effect at the time of such indemnification. Our By-Laws also eliminate, to the maximum extent permitted by the laws of the Commonwealth of Pennsylvania, the personal liability of directors for monetary damages for any action taken, or any failure to take any action as a director, except in any case such elimination is not permitted by law.

Section 1747 of the PBCL provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a representative of the corporation or is or was serving at the request of the corporation as a representative of another entity against any liability asserted against the person in any capacity, or arising out of the person's status as such, regardless of whether the corporation would have the power to indemnify such person against that liability under the provisions of the PBCL. PNC has purchased directors' and officers' liability insurance covering certain liabilities that may be incurred by its directors and officers in connection with the performance of their duties.

The foregoing is only a general summary of certain aspects of Pennsylvania law and PNC's bylaws dealing with indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of Sections 1741, 1742, 1743, 1746 and 1747 of the PBCL and the bylaws of PNC.

Item 8. Exhibits.

The exhibits listed in the Exhibit Index of this Registration Statement are filed herewith or, where so indicated, are incorporated herein by reference to other filings. The file number of all filings referenced below from which documents are incorporated by reference is 001-09718.

Subsequent to the time that the Internal Revenue Service (the "IRS") issued favorable determination letters to the ISP and the RSP, filed as Exhibits 5.2 and 5.3 to this Registration Statement respectively, the plans were amended. PNC undertakes that it will submit the amendments to the IRS in a timely manner and will make all changes required by the IRS in order to continue the qualification of the ISP and RSP.

EXHIBITS

Exhibit 4.1	The PNC Financial Services Group, Inc. Articles of Incorporation, as amended effective January 2, 2009	Incorporated herein by reference to Exhibit 3.1 of PNC's annual report on Form 10-K for the year ended December 31, 2008
Exhibit 4.2	By-Laws of The PNC Financial Services Group, Inc., as amended and restated effective February 12, 2009	Incorporated herein by reference to Exhibit 3.2 of PNC's current report on Form 8-K filed February 19, 2009
Exhibit 4.3.1	The PNC Financial Services Group, Inc. Incentive Savings Plan	Incorporated herein by reference to Exhibit 10.16 of PNC's annual report on Form 10-K for the year ended December 31, 2002
Exhibit 4.3.2	Amendment No. 1 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Incorporated herein by reference to Exhibit 10.17 of PNC's annual report on Form 10-K for the year ended December 31, 2002

Exhibit 4.3.3	Amendment No. 2 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Incorporated herein by reference to Exhibit 10.18 of PNC's annual report on Form 10-K for the year ended December 31, 2002
Exhibit 4.3.4	Amendment No. 3 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Incorporated herein by reference to Exhibit 99.10 of PNC's annual report on Form 10-K for the year ended December 31, 2003
Exhibit 4.3.5	Amendment No. 4 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Incorporated herein by reference to Exhibit 99.10 of PNC's annual report on Form 10-K for the year ended December 31, 2003
Exhibit 4.3.6	Amendment No. 5 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Incorporated herein by reference to Exhibit 99.10 of PNC's annual report on Form 10-K for the year ended December 31, 2003
Exhibit 4.3.7	Amendment No. 6 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.8	Amendment No. 7 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.9	Amendment No. 8 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.10	Amendment No. 9 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.11	Amendment No. 10 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.12	Amendment No. 11 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.13	Amendment No. 12 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.14	Amendment No. 13 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.15	Amendment No. 14 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.16	Amendment No. 15 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.3.17	Amendment No. 16 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith

Exhibit 4.3.18	Amendment No. 17 to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 4.4.1	The PNC Global Investment Servicing Inc. Retirement Savings Plan (formerly known as the PFPC Inc. Retirement Savings Plan)	Filed herewith
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Exhibit 5.1	Opinion of Morgan, Lewis & Bockius LLP	Filed herewith
Exhibit 5.2	Internal Revenue Service Determination Letter dated April 17, 2002 relating to The PNC Financial Services Group, Inc. Incentive Savings Plan	Filed herewith
Exhibit 5.3	Internal Revenue Service Determination Letter dated February 7, 2006 relating to the PNC Global Investment Servicing Inc. Retirement Savings Plan	Filed herewith
Exhibit 23.1	Consent of PricewaterhouseCoopers LLP, relating to The PNC Financial Services Group, Inc.	Filed herewith
Exhibit 23.2	Consent of Deloitte & Touche LLP, relating to The PNC Financial Services Group, Inc., The PNC Financial Services Group, Inc. Incentive Savings Plan and the PNC Global Investment Servicing Inc. Retirement Savings Plan	Filed herewith
Exhibit 23.3	Consent of Deloitte & Touche LLP, relating to BlackRock, Inc.	Filed herewith
Exhibit 23.4	Consent of Milligan & Company, LLC, relating to The PNC Financial Services Group, Inc. Incentive Savings Plan and the PNC Global Investment Servicing Inc. Retirement Savings Plan	Filed herewith
Exhibit 23.5	Consent of Morgan, Lewis & Bockius LLP	Included in the opinion filed as Exhibit 5.1 hereto
Exhibit 24	Powers of Attorney	Filed herewith

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Act");
 - (b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change to the information set forth in this Registration Statement; and
 - (c) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that Paragraphs 1(a) and 1(b) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and each filing of the ISP's annual report and the RSP's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, PNC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on March 16, 2009.

THE PNC FINANCIAL SERVICES GROUP, INC.

By: /s/ Samuel R. Patterson
Samuel R. Patterson
Senior Vice President and Controller

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* James E. Rohr	Chairman, Chief Executive Officer and Director (Principal Executive Officer)	March 18, 2009
* Richard J. Johnson	Chief Financial Officer (Principal Financial Officer)	March 18, 2009
* Samuel R. Patterson	Controller (Principal Accounting Officer)	March 18, 2009
* Richard O. Berndt	Director	March 18, 2009
* Charles E. Bunch	Director	March 18, 2009
* Paul W. Chellgren	Director	March 18, 2009
* Robert N. Clay	Director	March 18, 2009
* George A. Davidson, Jr.	Director	March 18, 2009
* Kay Coles James	Director	March 18, 2009

* <u>Richard B. Kelson</u>	Director	March 18, 2009
* <u>Bruce C. Lindsay</u>	Director	March 18, 2009
* <u>Anthony A. Massaro</u>	Director	March 18, 2009
* <u>Jane G. Pepper</u>	Director	March 18, 2009
* <u>Donald J. Shepard</u>	Director	March 18, 2009
* <u>Lorene K. Steffes</u>	Director	March 18, 2009
* <u>Dennis F. Strigl</u>	Director	March 18, 2009
* <u>Stephen G. Thieke</u>	Director	March 18, 2009
* <u>Thomas J. Usher</u>	Director	March 18, 2009
* <u>George H. Walls, Jr.</u>	Director	March 18, 2009
* <u>Helge H. Wehmeier</u>	Director	March 18, 2009

*By: /s/ George P. Long, III
George P. Long, III, Attorney-in-Fact, pursuant to Powers
of Attorney filed herewith

The ISP. Pursuant to the requirements of the Securities Act of 1933, the trustees (or other persons who administer the ISP) have duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on March 16, 2009.

By: /s/ Kerry A. Allen
Kerry A. Allen
Plan Manager/Administrator for The PNC Financial Services
Group, Inc. Incentive Savings Plan

The RSP. Pursuant to the requirements of the Securities Act of 1933, the trustees (or other persons who administer RSP) have duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on March 16, 2009.

By: /s/ Kerry A. Allen
Kerry A. Allen
Plan Manager/Administrator for the PNC Global Investment
Servicing Inc. Retirement Savings Plan

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**SIXTH AMENDMENT TO THE
PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan"); and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. Effective July 1, 2004, Annex II to the Plan is amended to delete PFPC Worldwide, Inc. from the list of Participating Employers scheduled on Annex II.

2. Effective July 1, 2004, Section 1.17 of the Plan is amended to provide in its entirety as follows:

1.17 "Eligible Employee" shall mean any Employee, but does not include: (i) Employees covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining; (ii) leased employees (as defined in Code Section 414(n)), (iii) effective July 31, 1998, Employees hired and classified by the Employer as construction laborers, (iv) effective February 1, 2001, Employees who on January 31, 2001 satisfied all of the following: (A) they were employed by PNC Mortgage Corp. of America or PNC Mortgage Securities Corp., (B) they were on long-term disability leave and (C) were eligible to participate in the PNC Retirement Savings Plan, (v) effective January 1, 2002, employees classified by an Employer as temporary employees, (vi) prior to September 28, 2001, Employees eligible to participate in the PNC Retirement Savings Plan; (vii) effective for the period from October 22, 2003 through and including December 31, 2003, Employees of AdvisorPort, Inc. a Delaware corporation and wholly-owned subsidiary of PFPC Worldwide, Inc.; (viii) effective for the period beginning on January 1, 2004 and ending on March 31, 2004, Employees of United National Bancorp, its subsidiaries and affiliates, whose employment with PNC begins on or about January 1, 2004 a result of the merger of United National Bancorp and PNC or whose employment begins during said period as a result of being hired during said period and whose compensation is paid from the former United payroll during said period, and such Employees shall first be Eligible Employees on April 1, 2004; and (ix) effective July 1, 2004, all employees of PFPC Worldwide, Inc. and its participating subsidiaries, including employees identified in subsection (vii) above.

3. Effective June 30, 2004, all accruals under the Plan for employees of PFPC Worldwide, Inc. and its participating subsidiaries shall cease. The Plan Manager, in the exercise of his duties, shall cause all Participant Accounts for Participants who are employees of PFPC Worldwide, Inc. and its participating subsidiaries to be valued as of the close of business on June 30, 2004 and shall thereafter direct the Trustee to transfer such Participants' Accounts (including participant loans) to the Trustee of the trust established to hold assets of The PFPC Inc. Retirement Savings Plan (the "RSP") for crediting to such Participants' Accounts under the RSP.

4. The Corporation intends by this Sixth Amendment to cease participation and accruals and to provide for the transfer of Account balances for eligible employees of PFPC Worldwide, Inc. and its participating subsidiaries, effective July 1, 2004, so that such employees will commence participation in the RSP effective July 1, 2004. To the extent that pertinent provisions of the Plan later require conforming changes to embody such intent, the Plan is otherwise deemed to be amended as of July 1, 2004 as if such conforming changes had been made as of July 1, 2004. In all other respects, the provisions of the Plan are hereby ratified and remain in full force and effect.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 30th day of June, 2004.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**SEVENTH AMENDMENT TO THE
PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan"); and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. Effective January 1, 2005, Section 1.17 of the Plan is amended to provide in its entirety as follows:

1.17 "Eligible Employee" shall mean any Employee, but does not include: (i) Employees covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining; (ii) leased employees (as defined in Code Section 414(n)), (iii) effective July 31, 1998, Employees hired and classified by the Employer as construction laborers, (iv) effective February 1, 2001, Employees who on January 31, 2001 satisfied all of the following: (A) they were employed by PNC Mortgage Corp. of America or PNC Mortgage Securities Corp., (B) they were on long-term disability leave and (C) were eligible to participate in the PNC Retirement Savings Plan, (v) effective January 1, 2002, employees classified by an Employer as temporary employees, (vi) prior to September 28, 2001, Employees eligible to participate in the PNC Retirement Savings Plan; (vii) effective for the period from October 22, 2003 through and including December 31, 2003, Employees of AdvisorPort, Inc. a Delaware corporation and wholly-owned subsidiary of PFPC Worldwide, Inc.; (viii) effective for the period beginning on January 1, 2004 and ending on March 31, 2004, Employees of United National Bancorp, its subsidiaries and affiliates, whose employment with PNC begins on or about January 1, 2004 a result of the merger of United National Bancorp and PNC or whose employment begins during said period as a result of being hired during said period and whose compensation is paid from the former United payroll during said period, and such Employees shall first be Eligible Employees on April 1, 2004; (ix) effective July 1, 2004, all employees of PFPC Worldwide, Inc. and its participating subsidiaries, including employees identified in subsection (vii) above; and (x) effective January 1, 2005, former employees who are rehired and classified by an employer as temporary employees even if such employees were Eligible Employees prior to their previous termination of employment, and employees who are reclassified by an employer as temporary employees even if such employees were Eligible Employees immediately before being reclassified as temporary employees.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 1st day of December, 2004.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**EIGHTH AMENDMENT TO THE
PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan"); and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. Effective January 31, 2005, Section 1.17 of the Plan is amended to provide in its entirety as follows:

1.17 "Eligible Employee" shall mean any Employee, but specifically does not include: (i) Employees covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining; (ii) leased employees (as defined in Code Section 414(n)), (iii) effective July 31, 1998, Employees hired and classified by the Employer as construction laborers, (iv) effective February 1, 2001, Employees who on January 31, 2001 satisfied all of the following: (A) they were employed by PNC Mortgage Corp. of America or PNC Mortgage Securities Corp., (B) they were on long-term disability leave and (C) were eligible to participate in the PNC Retirement Savings Plan, (v) effective January 1, 2002, employees classified by an Employer as temporary employees, (vi) prior to September 28, 2001, Employees eligible to participate in the PNC Retirement Savings Plan; (vii) effective for the period from October 22, 2003 through and including December 31, 2003, Employees of AdvisorPort, Inc. a Delaware corporation and wholly-owned subsidiary of PFPC Worldwide, Inc.; (viii) effective for the period beginning on January 1, 2004 and ending on March 31, 2004, Employees of United National Bancorp, its subsidiaries and affiliates, whose employment with PNC begins on or about January 1, 2004 a result of the merger of United National Bancorp and PNC or whose employment begins during said period as a result of being hired during said period and whose compensation is paid from the former United payroll during said period, and such Employees shall first be Eligible Employees on April 1, 2004; (ix) effective July 1, 2004, all employees of PFPC Worldwide, Inc. and its participating subsidiaries, including employees identified in subsection (vii) above; (x) effective January 1, 2005, former employees who are rehired and classified by an employer as temporary employees even if such employees were Eligible Employees prior to their previous termination of employment, and employees who are reclassified by an employer as temporary employees even if such employees were Eligible Employees immediately before being reclassified as temporary employees; and (xi) effective January 31, 2005, employees who are employed by Metric Property Management, Inc. on January 31, 2005 and any employees whose employment by Metric Property Management, Inc. begins on and after February 1, 2005.

In all other respects the Plan shall remain in full force and effect in accordance with its terms.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 31st day of January, 2005.

/s/ William E. Rosner

William E. Rosner
Senior Vice President and Chief Human Resources Officer

**NINTH AMENDMENT TO THE
PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan"); and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. A new Section 5.2 is added to the Plan to provide in its entirety as follows:

5.2 Riggs Plan Merger – Riggs Matching Contributions

Upon the effective date of the contemplated merger of the Riggs National Corporation 401(k) Plan (the "Riggs Plan") into the Plan, employer matching contributions made by Riggs National Corporation or its subsidiaries on behalf of former employees of Riggs National Corporation or its subsidiaries ("former Riggs participants") shall continue to vest in accordance with the vesting provisions of the Riggs Plan, taking into account such former employees' service with an Employer following the merger of Riggs National Corporation and the Corporation; *provided, however*, that any employer matching contributions held under the Plan which were made by Riggs National Corporation or its subsidiaries on behalf of former Riggs participants shall, in the case of any former Riggs participants whose employment is terminated by an Employer solely due to job elimination due to work restructuring during the period beginning on the effective date of the merger of Riggs National Corporation and the Corporation and ending on June 30, 2006, fully vest upon such termination of employment.

Except as herein amended, the Plan shall remain in full force and effect.

This Tenth Amendment to The PNC Financial Services Group, Inc. Incentive Savings Plan shall become effective as of the date on which the contemplated merger of the Corporation and Riggs National Corporation shall become effective. The Corporation intends that this Tenth Amendment shall not become effective unless and until the merger of the Corporation and Riggs national Corporation shall be effective.

Executed and adopted this 13th day of May 2005 by The PNC Financial Services Group, Inc. through its duly authorized officer.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**TENTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the “Corporation”) sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the “Plan”);

WHEREAS, the Corporation previously adopted an amendment to the Plan called the Tenth Amendment, but should have designated that amendment as the Ninth Amendment to the Plan; and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. The Tenth Amendment to the Plan is redesignated the Ninth Amendment to the Plan.
2. Section 1.3 of the Plan is amended as set forth below to clarify the manner in which the Administrative Committee is appointed:
 - 1.3 “Administrative Committee” means the committee appointed by the Chief Executive Officer of the Corporation or its delegate to administer the Plan.
3. Section 1.17 of the Plan is amended to clarify the employees eligible to participate in the Plan:
 - 1.17 “Eligible Employee” means any Employee who has satisfied all of the requirements to become a Participant under Article II, other than execution of an Elective Contribution Agreement. Eligible Employee does not include: (i) leased employees (which, in accordance with Code Section 414(n), means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient); (ii) interns; (iii) temporary employees or employees who are reclassified from another classification to temporary employees; and (iv) employees with no U.S. source income.

4. The Plan is amended effective January 1, 2006 to add the following new Section 3.5:

3.5 Elective Transfers From PFPC Inc. Retirement Savings Plan

The Plan will accept an elective transfer from the PFPC Inc. Retirement Savings Plan on account of an Eligible Employee who is fully vested in the Eligible Employee's account under the PFPC Inc. Retirement Savings Plan and who ceases to be covered by the PFPC Inc. Retirement Savings Plan because of a transfer of employment to the Employer or a Participating Employer.

5. Section 6.1(b) of the Plan is amended effective November 22, 2005 to read as follows:

(b) Investment of Matching Contributions

All Matching Contributions shall be made in Corporation Stock, or in the case of a Participant employed at the time the Matching Contribution is made by any Participating Employer that is a subsidiary of BlackRock, Inc., in BlackRock Stock. Effective November 22, 2005, a Participant may elect to reinvest Matching Contributions made on their behalf in Corporation Stock in any or all of the Investment Funds. A Participant who has attained age 50 may make an election in accordance with procedures established by the Plan Manager to have future Matching Contributions not made in the form of Corporation Stock or BlackRock Stock, as applicable, but to have them made in cash and automatically invested in accordance with the Participant's investment elections.

6. Section 8.1(b) is amended effective March 28, 2005 by adding the following paragraph to the end of that Section:

In the event of an involuntary cashout greater than \$1,000, if the Participant does not elect to have such distribution paid to an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive the distribution directly, the Plan Administrator will pay the distribution in a direct rollover to an individual retirement account designated by the Plan Administrator.

7. Section 8.4 of the Plan is amended to clarify that the installment method of payment has not been eliminated from the Plan.

8. Section 9.1 of the Plan is amended as set forth below to clarify the manner in which regular withdrawals are available:

9.1 Regular Withdrawals

A Participant may request a withdrawal of after-tax contributions made under certain Prior Plans and of Employer Contributions made to this Plan and employer profit sharing contributions made under certain Prior Plans. To be eligible for such withdrawal, the funds must have been held in the Plan or a Prior Plan for at least two years, unless the funds were not

matched by an employer, in which case they need not have been held for two years. A withdrawal will be charged first to after-tax contributions. A request for withdrawal must be made in accordance with procedures established by the Plan Manager. Such withdrawals may be made only once in any 12-month period.

9. Sections 9.2(a) and 9.2(b) of the Plan are amended effective January 1, 2006 to read as follows:

(a) Procedures and Funds Available

Upon the application of a Participant in accordance with the procedures established by the Plan Manager, the Plan Manager may authorize the Trustee to make a hardship withdrawal to a Participant if the Participant has an immediate and heavy financial need that cannot be reasonably satisfied from other resources of the Participant. The Plan Manager shall exercise discretion in a uniform and nondiscriminatory manner.

Withdrawals under this Section 9.2 shall be limited to a Participant's Elective Contributions and catch-up contributions made to this Plan and pre-tax contributions, including catch-up contributions, made under certain Prior Plans, Rollover Contributions made to this Plan and rollover contributions made under certain Prior Plans, other contributions made under certain Prior Plans and contributions that would have been eligible for regular withdrawal under Section 9.1 of the Plan, but were not available because of the two year holding period described in that Section. A hardship withdrawal will be charged in the order listed above.

(b) Events That Are Deemed To Constitute Immediate And Heavy Financial Need

For purposes of this Section, the following events will be deemed to constitute an immediate and heavy financial need:

- (1) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);
- (2) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);
- (3) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children, or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152(d)(1)(B));

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- (4) Payments necessary to prevent the eviction of the Participant from the participant's principal residence or foreclosure on the mortgage on that residence;
 - (5) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152(d)(1)(B));
 - (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
 - (7) Any other financial need considered immediate and heavy under IRS regulations, rulings, notices or other documents of general applicability.
10. Section 9.3 of the Plan is amended as set forth below to clarify the manner in which withdrawals are charged to investment funds:
- 9.3 Funding of Withdrawals
- A withdrawal shall be charged to each applicable Investment Fund in the same proportion as the applicable sub-accounts' assets are distributed among investment funds.
11. Section 10.2(e) of the Plan is amended effective January 1, 2006 to read as follows:
- (e) Funding of Loans
- Loans shall be funded by a pro rata liquidation of the Participant's interest in each of the Investment Funds.
12. Section 15.3 of the Plan is amended effective January 1, 2006 to add the following sentence to the end of that Section:
- The practices and procedures established by the Administrative Committee may permit the Plan to charge a fee to a Participant's Account to process a qualified domestic relations order.

13. Section 15.7 of the Plan is amended effective March 28, 2005 to read as follows:

15.7 Unclaimed Amounts

It shall be the sole duty and responsibility of a retired or terminated Participant or a Beneficiary to keep the Trustee and the Employer apprised of that person's whereabouts and current address. If any benefit to be paid under this Plan cannot be distributed because of the Employer's or Trustee's inability, after a reasonable search, to locate a particular Participant or beneficiary legally entitled to such benefit, it shall be handled as follows: If the amount of the benefit exceeds \$1,000, it shall be reinstated to the Participant's account; if the amount of the benefit is \$1,000 or less, it will be held by the Trustee in a special forfeiture account. In both cases, the amounts shall be invested in such Investment Fund as the Administrative Committee or the Plan Manager may designate from time to time. If such amount shall remain unclaimed at the time the Plan is finally terminated and the Trust liquidated, the unclaimed amount shall be subject to such other distributions as may be required or permitted by law.

14. Annex II (Participating Employers) to the Plan as updated by the Plan Manager is confirmed in the form attached hereto.

15. Annex III (Prior Plans and Protected Benefits) to the Plan as updated by the Plan Manager is confirmed in the form attached hereto.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 20th day of December, 2005.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

ANNEX II
PARTICIPATING EMPLOYERS

PNC Bank, N.A.
PNC Capital Markets, Inc.
PNC Alliance, Inc.
PNC Equity Management Inc.
PNC Commercial Management, Inc.
PNC Leasing LLC
PNC Investments, LLC
PNC Bank, Delaware
BlackRock Institutional Management Corporation
BlackRock Capital Management, Inc.
Midland Loan Services, Inc.
BlackRock Advisers, Inc.
BlackRock Financial Management, Inc.
PNC Multifamily Finance, Inc.
PNC Mezzanine Management Corp.
J. Bush & Co., Incorporated
PNC Reit Holding Corp
State Street Research and Mgmt Company
State Street Research Investment Svcs, Inc.
BlackRock Realty Advisors, Inc.
BlackRock HPB Management, LLC
BlackRock Investments, Inc.
Harris Williams & Co. – effective January 1, 2006

Annex II

ANNEX III
PRIOR PLANS AND PROTECTED BENEFITS

<u>PRIOR PLAN NAME</u>	<u>MERGER DATE</u>	<u>PROTECTED BENEFITS (IF ANY)</u>
Citizens Fidelity Corporation Incentive Thrift Plan	January 1, 1989	
The Central Bancorporation, Inc. Employees' Retirement Savings Plan	January 1, 1989	
Bank of Delaware Profit Sharing Plan	January 1, 1991	
First National Bank of Pennsylvania Employees' Financial Independence Fund	July 4, 1992	
Producer's Bank Salaried Employees Deferred Compensation Plan	October 1, 1992	
Flagship Financial Corporation Profit Sharing and 401(k) Retirement Savings Plan	November 22, 1992	
CCNB Corporation Profit Sharing Plan	December 31, 1992	
Sunrise Federal Savings & Loan Association 401(k) Thrift Plan	June 30, 1993	
Gateway Federal Savings & Loan Association Retirement & Pre-Tax Savings Plan	November 19, 1993	
United Federal Bancorp 401(k) Retirement Savings Plan	January 22, 1994	
First Eastern Bank 401(k) Plan	October 1, 1994	
PNC Mortgage Bank, N.A. Capital Accumulation Plan	January 1, 1995	
Chemical Bank NJ NA Cash or Deferred Profit Sharing Plan	October 6, 1995	
BlackRock Financial Management LP Plan	January 13, 1995	
Indian River Federal Savings Bank 401(k) Plan	October 12, 1995	
Brentwood Savings Association Pension Plan	January 31, 1996	
Brentwood Financial Corporate Employee Stock Ownership Plan	January 31, 1996	
Midlantic Corporation Savings and Investment Plan (the "Midlantic Plan")	December 31, 1996	

Distribution Provisions – *Eliminated in accordance with Plan Section 8.4(c)*

- Benefits for any Participant or Beneficiary of a Participant who retired, died or terminated employment at any time prior to July 1, 1993, will be determined under the provisions of the Midlantic Plan as in effect on the date of the Participant's retirement, death or termination.
- A Participant in the Midlantic Plan on June 30, 1993 may elect to have the Participant's account accrued under the Midlantic Plan as of June 30, 1993 distributed in the form of quarterly or annual installment payments over a period of not less than two years and not to exceed ten years with respect to such balance in accordance with the Midlantic Plan.

- A Participant in the Continental Bank Profit Sharing Plan (the "Continental Plan") on December 31, 1990 may elect to have the Participant's account accrued under the Continental Plan as of December 31, 1990 distributed in any of the forms permitted under the Continental Plan in accordance with the Midlantic Plan.

Withdrawal Provisions

- A Participant in the Midlantic Plan may withdraw all or part of the Participant's matching contribution account accrued under the Midlantic Plan for any reason in accordance with the Midlantic Plan.

PRIOR PLAN NAME	MERGER DATE	PROTECTED BENEFITS (IF ANY)
Banc One Security Savings Plan	July 1, 1997	
Arcand Company Retirement Savings Plan (the "Arcand Plan")	June 1, 1998	<p data-bbox="967 128 1479 174"><u>Distribution Provisions</u> – <i>Eliminated in accordance with Plan Section 8.4(c)</i></p> <ul data-bbox="967 191 1536 306" style="list-style-type: none"> <li data-bbox="967 191 1536 306">• Benefits for any Participant or Beneficiary who retired, died or terminated employment at any time prior to October 1, 1998, will be determined under the provisions of the Arcand Plan as in effect on the date of the Participant's retirement, death or termination.
Midland Loan Services, Inc. 401(k) Plan (the "Midland Plan")	December 31, 1998	<p data-bbox="967 323 1479 369"><u>Distribution Provisions</u> – <i>Eliminated in accordance with Plan Section 8.4(c)</i></p> <ul data-bbox="967 386 1536 659" style="list-style-type: none"> <li data-bbox="967 386 1536 506">• Benefits for any Participant or Beneficiary of such Participant who retired, died or terminated employment at any time prior to May 16, 1998 will be determined under the provisions of the Midland Plan as in effect on the date of the Participant's retirement, death or termination. <li data-bbox="967 522 1536 659">• A Participant in the Midland Plan on May 15, 1998 may elect to have the Participant's account accrued under the Midland Plan as of May 15, 1998 distributed in the form of quarterly or annual installment payments over a period of not less than two years and not to exceed ten years with respect to such balance in accordance with the Midland Plan. <p data-bbox="967 680 1154 701"><u>Withdrawal Provisions</u></p> <ul data-bbox="967 718 1536 810" style="list-style-type: none"> <li data-bbox="967 718 1536 810">• A Participant in the Midland Plan may withdraw all or part of the Participant's matching contribution account accrued under the Midland Plan for any reason in accordance with the Midland Plan.
Automated Business Development Corporation 401(k) Plan	September 8, 2000	
Bank of Tokyo – Mitsubishi, Ltd. 401(k) Savings and Investment Plan	October 10, 2000	

PRIOR PLAN NAME	MERGER DATE	PROTECTED BENEFITS (IF ANY)
First Data Corporation Incentive Savings Plan (the "FDC Plan")	March 30, 2001	<p data-bbox="964 92 1479 134"><u>Distribution Provisions</u> – <i>Eliminated in accordance with Plan Section 8.4(c)</i></p> <ul data-bbox="964 155 1528 317" style="list-style-type: none"> <li data-bbox="964 155 1528 317">• A Participant in the FDC Plan may elect to have the Participant's account accrued under the FDC Plan distributed in the form of annual, monthly, quarterly or semi-monthly installment payments not to exceed the period equal to the Participant's life expectancy or the joint life expectancy of the Participant and the Participant's spouse or in the form of certain annuities in accordance with the FDC Plan.
Univest Financial Group, LLC 401(k) Plan PNC Retirement Savings Plan (the "RSP")	April 19, 2001 September 28, 2001	<p data-bbox="964 344 1154 365"><u>Withdrawal Provisions</u></p> <ul data-bbox="964 386 1528 600" style="list-style-type: none"> <li data-bbox="964 386 1528 470">• A Participant in the FDC Plan may withdraw all or part of the Participant's employee after-tax contributions and rollover contributions accounts accrued under the FDC Plan for any reason in accordance with the FDC Plan. <li data-bbox="964 491 1528 600">• A Participant in the FDC Plan may withdraw all or part of the Participant's matching contributions, pre-tax contributions, special contributions, ISP plus contributions and service-related contributions accounts accrued under the FDC Plan at age 59 1/2 in accordance with the FDC Plan. <p data-bbox="964 632 1122 653"><u>Vesting Provisions</u></p> <ul data-bbox="964 674 1528 758" style="list-style-type: none"> <li data-bbox="964 674 1528 758">• A Participant in the FDC Plan shall continue to vest in the Participant's account accrued under the FDC Plan in accordance with the vesting schedules contained in the FDC Plan. <p data-bbox="964 810 1052 831"><u>Eligibility</u></p> <ul data-bbox="964 852 1544 968" style="list-style-type: none"> <li data-bbox="964 852 1544 968">• Eligible Employees in the Plan did not include effective June 30, 1996, any Employee who was eligible to participate in the RSP, provided, that on or after January 1, 1998, participants in the RSP participated in the Plan solely with respect to employer matching contributions to be made under the RSP.
Persimmon Research Partner 401(k) Profit Sharing Plan United National Bancorp 401(k) Plan	January 23, 2004 June 1, 2004	

PRIOR PLAN NAME

Riggs National Corporation 401(k) Plan (the "Riggs Plan")

MERGER DATE

June 13, 2005

PROTECTED BENEFITS (IF ANY)Vesting Provisions

- A Participant in the Riggs Plan shall continue to vest in matching contributions made by Riggs National Corporation or its subsidiaries in accordance with the vesting schedules contained in the Riggs Plan.
- Matching contributions made by Riggs National Corporation or its subsidiaries on account of participants in the Riggs Plan whose employment is terminated by the Employer solely due to job elimination due to work restructuring during the period beginning May 13, 2005 and ending on June 30, 2006, shall fully vest upon such participant's termination of employment.

**ELEVENTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan");

WHEREAS, the Corporation wishes to amend the Plan (i) to reflect the merger of the Harris Williams & Co. 401(k) Retirement Plan assets into the Plan, (ii) to clarify that subsidiaries of BlackRock, Inc. will cease to be participating employers in the Plan as a result of the merger of Merrill Lynch Investment Managers and BlackRock, Inc., and (iii) to clarify certain provisions of the Plan; and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. Effective October 1, 2006, Section 3.3(a) of the Plan is amended in its entirety as follows:

"(a) The Matching Contributions shall be determined on a payroll period basis such that each Employer, with respect to each Participant that is its Employee, shall contribute an amount equal to 100 percent of the Participant's Elective Contributions up to six percent of the Participant's Compensation per payroll period."

2. Effective September 29, 2006, Section 4.1 shall be amended to add the following paragraph to the end thereof:

"Effective September 29, 2006, all allocations under the Plan for employees of a subsidiary of BlackRock, Inc. that was a Participating Employer prior to September 29, 2006 shall cease. The Plan Manager shall cause all Participant Accounts for Participants who are employees of a subsidiary of BlackRock, Inc. that was a Participating Employer prior to September 29, 2006 to be valued as of September 29, 2006, and the Plan Manager shall thereafter direct the Trustee to transfer as soon as practical such Participants' Accounts (including Participant loans) to the Trustee of the trust established to hold assets of the BlackRock Retirement Savings Plan for crediting to such Participants' Accounts under the BlackRock Retirement Savings Plan."

3. Effective March 1, 2006, the chart in Annex III of the Plan is amended to add the following language to the end thereof:

Harris Williams & Co. 401(k) Retirement Plan (the “Harris Williams Plan”)

March 1, 2006

Distribution Provisions – Eliminated in accordance with Plan Section 8.4(c)

- A Participant in the Harris Williams Plan may elect to have the Participant’s account accrued under the Harris Williams Plan distributed in the form of monthly, quarterly, semi-annual or annual installment payments not to exceed the period equal to the Participant’s life expectancy or the joint life expectancy of the Participant and the Participant’s designated beneficiary.

4. Annex II (Participating Employers) to the Plan as updated by the Plan Manager is confirmed in the form attached hereto.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 27th day of September, 2006.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

ANNEX II

PARTICIPATING EMPLOYERS

PNC Bank, N.A.
PNC Capital Markets, LLC
PNC Alliance, LLC
PNC Equity Management Inc.
PNC Equipment Finance, LLC
PNC Investments, LLC
PNC Bank, Delaware
Midland Loan Services, Inc.
PNC Multifamily Finance, Inc.
PNC Mezzanine Management Corp.
PNC REIT Holding Corp
Harris Williams & Co. – effective January 1, 2006

The following entities ceased to be Participating Employers as of September 29, 2006:

BlackRock Institutional Management Corporation
BlackRock Capital Management, Inc.
BlackRock Advisers, Inc.
BlackRock Financial Management, Inc.
BlackRock Realty Advisors, Inc.
BlackRock HPB Management, LLC
BlackRock Investments, Inc.
State Street Research and Management Company
State Street Research Investment Services, Inc.

**TWELFTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan");

WHEREAS, the Corporation wishes to amend the Plan (i) to cease the reinvestment of dividends on BlackRock, Inc. common stock, (ii) to provide for rollover contributions from The PNC Financial Services Group, Inc. Pension Plan for former employees, and (iii) to clarify certain provisions of the Plan; and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, effective March 6, 2007, that the Plan is hereby amended as follows:

1. Section 3.1(a) of the Plan is hereby amended in its entirety to read as follows:

"(a) Amount of Elective Contributions

During the month preceding a Participant's Entry Date into the Plan, an Eligible Employee may elect, in accordance with the procedures established by the Administrative Committee or Plan Manager, by entering into an Elective Contribution Agreement, to cause an Elective Contribution to be made to the Plan on the Participant's behalf with respect to the Participant's Compensation per payroll period in an amount equal to any whole number percentage between one percent and 15 percent, and effective January 1, 2002, between one percent and 20 percent, of the Eligible Employee's Compensation per payroll period."

2. Section 3.4(a) of the Plan is hereby amended in its entirety to read as follows:

"(a) Written Request

The Plan Manager, pursuant to a written request, may permit either a Participant or an Employee who has not met the age and service requirements in Article II to contribute a Rollover Amount to the Trust. Further, the Plan Manager, pursuant to a written request, may permit a former Participant to contribute a Rollover Amount from The PNC Financial Service Group, Inc. Pension Plan (the "PNC Pension Plan"). The written request shall set forth the amount of the Rollover Amount and contain a statement, satisfactory to the Plan Manager, that such contribution constitutes a Rollover Amount."

3. Section 3.4(c) of the Plan is hereby amended in its entirety to read as follows:

“(c) Expenses Incurred in Connection With a Rollover

Unless the Plan Manager, in its sole discretion, determines otherwise, any expenses incurred incident to the transfer or rollover of such property to the Plan shall be paid by the Participant or former Participant.”

4. Section 12.6 of the Plan is hereby amended in its entirety to read as follows:

“The Administrative Committee shall hold meetings upon such notice, at such place and at such times as it may decide; provided, that a meeting shall be held at least once each Plan Year. A majority of the Administrative Committee shall constitute at least one-half of the appointed members of the Administrative Committee, and any action that the Plan authorizes or requires the Administrative Committee to take shall require the written approval or affirmative vote of a majority of its then members, but not less than two, unless authority to take such action has been delegated or allocated as provided herein.”

5. The Plan is hereby amended to add a new Section 17.15 to read as follows:

“17.15 Cessation of BlackRock Stock Dividend Reinvestment

Notwithstanding anything in the Plan to the contrary, effective March 6, 2007, all dividends paid on BlackRock Stock held by the ESOP shall be paid in cash and shall not be reinvested in shares of BlackRock Stock. Such dividends shall be invested in the Investment Fund designated from time to time by the Administrative Committee or the Plan Manager.”

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 16th day of March, 2007.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**THIRTEENTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan");

WHEREAS, the Corporation wishes to amend the Plan to provide that PNC ARCS LLC will be a "participating employer" under the Plan effective January 1, 2008; and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, effective July 1, 2007, that the Plan is hereby amended as follows:

1. Annex II (Participating Employers) to the Plan as updated by the Plan Manager is confirmed in the form attached hereto.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 29th day of June, 2007.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

ANNEX II

PARTICIPATING EMPLOYERS

PNC Bank, N.A.
PNC Capital Markets, LLC
PNC Alliance, LLC
PNC Equity Management Inc.
PNC Equipment Finance, LLC
PNC Investments, LLC
PNC Bank, Delaware
Midland Loan Services, Inc.
PNC Multifamily Finance, Inc.
PNC Mezzanine Management Corp.
PNC REIT Holding Corp.
Harris Williams & Co.
PNC ARCS LLC – Effective January 1, 2008

The following entities ceased to be Participating Employers as of September 29, 2006:

BlackRock Institutional Management Corporation
BlackRock Capital Management, Inc.
BlackRock Advisers, Inc.
BlackRock Financial Management, Inc.
BlackRock Realty Advisors, Inc.
BlackRock HPB Management, LLC
BlackRock Investments, Inc.
State Street Research and Management Company
State Street Research Investment Services, Inc.

**FOURTEENTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. ("PNC") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan");

WHEREAS, Section 14.1 of the Plan authorizes PNC to amend the Plan; and

WHEREAS, PNC wishes to amend the Plan to (i) provide that beneficiaries are permitted to designate beneficiaries under the Plan, (ii) provide for the merger of the Employees' Thrift Plan of Mercantile Bankshares Corporation and Participating Affiliates (the "Mercantile Plan") into the Plan such that, among other things, the Plan will assume the liabilities of the Mercantile Plan following the merger, and (iii) make certain other clarifying changes.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. Effective September 15, 2007, Section 1.4 of the Plan is amended to add the following sentence to the end thereof:

"Effective September 15, 2007, "Beneficiary" means the person or persons or trust or estate designated by a Participant or Beneficiary under Section 2.3."

2. Effective September 15, 2007, Section 2.3(d) of the Plan is amended to add the following paragraph to the end thereof:

"Effective September 15, 2007 and notwithstanding anything in this Section 2.3(d) to the contrary, a Beneficiary is permitted to designate a Beneficiary under the Plan and to change such designation at a future date. If a Beneficiary does not designate a Beneficiary under the Plan, any remaining benefits to be paid will be paid, on direction of the Administrative Committee, in equal shares to and among the person or persons who are shown to the reasonable satisfaction of the Administrative Committee, to be within the first of the following five classes of potential Beneficiaries which contain one or more members surviving at the death of the Beneficiary: (i) the Beneficiary's Spouse; (ii) the Beneficiary's issue, per stirpes; (iii) the Beneficiary's parents; (iv) the Beneficiary's brothers and sisters; or (v) the Beneficiary's executors or administrators."

3. Effective September 15, 2007, Section 2.3 of the Plan is amended to add a new section "(e)" to read as follows:

"(e) Beneficiary Designations Under Prior Plans

Beneficiary designations under Prior Plans will be honored under the Plan until a Participant files a new Beneficiary designation or notice of revocation with the Administrative Committee, as provided under Section 2.3(b)."

4. Effective September 15, 2007, the chart in Annex III of the Plan is amended to add the following language to the end thereof:

Employees' Thrift Plan of Mercantile Bankshares Corporation and Participating Affiliates (the "Mercantile Plan")

The portion of the Mercantile Plan trust will merge into the Plan's trust as soon as practicable after October 31, 2007. For the sake of clarity, former Mercantile Plan participants may begin making Elective Deferrals to the Plan beginning with the first pay period ending after September 15, 2007.

Vesting Provisions

- The matching, basic, and discretionary contributions made under the Mercantile Plan prior to the merger of the Mercantile Plan into the Plan will continue to vest in accordance with the vesting provisions in the Mercantile Plan, including, but not limited to those provisions providing for full vesting for Participants who are terminated in connection with the merger of Mercantile Bankshares Corporation ("Mercantile") into the Corporation during the period beginning on March 3, 2007 and ending on March 3, 2008.

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 1st day of September, 2007 pursuant to the authority delegated by the Corporation's Personnel and Compensation Committee.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**FIFTEENTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. ("PNC") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan");

WHEREAS, Section 14.1 of the Plan authorizes PNC to amend the Plan; and

WHEREAS, PNC wishes to amend the Plan to (i) restrict the deferral elections of participants who are participants in The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan and (ii) make certain other clarifying changes.

NOW, THEREFORE, IT IS RESOLVED, effective January 1, 2008, that the Plan is hereby amended as follows:

1. Section 3.1(a) is amended to add the following sentence to the end thereof:

"Effective January 1, 2008, a Participant who has elected to make deferrals for a particular year under The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan will not be permitted to change his deferral election percentage under the Plan for such year after the start of the corresponding Plan Year."

2. A new Section 5.3 shall be added to the Plan to read as follows:

5.3 Allocation of Forfeitures

Forfeitures related to contributions from Prior Plans will be used in the following order: (1) to be restored to a Participant's Account, if the Participant severed from service and received a distribution of the Participant's Account, is subsequently re-employed by the Employer before the fifth anniversary of his severance date, and repays the distribution; (2) to pay reasonable expenses of the Plan; and (3) to reduce future amounts contributed by the Employer for Employer Contributions and Matching Contributions."

3. Section 8.4(a) is amended in its entirety to read as follows:

(a) Lump Sum or Installments

If a Participant's employment terminates for any reason other than death and the Participant's Account Balance exceeds the involuntary cashout limit described in Section 8.1(b), the Participant's Account Balance shall be paid, at the Participant's election, either in a single lump sum or in periodic installments over a period not to exceed the lesser of 15 years or the life expectancy of the Participant (or the joint life expectancy of the Participant and the Participant's Spouse, if married). If a Participant elects periodic installments, such election is irrevocable.

If a Participant's employment terminates by reason of death or if the Participant's Account Balance does not exceed the involuntary cashout limit described in Section 8.1(b), the Participant's Account Balance will be paid in a single lump sum."

4. Section 8.4(b) is amended to add the following sentence to the end thereof:

"In the case of a Participant who dies while receiving installments, the installments will cease upon the death of the Participant and the only permitted distribution option thereafter will be a lump sum."

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 1st day of December, 2007 pursuant to the authority delegated by the Corporation's Personnel and Compensation Committee.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**SIXTEENTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.
INCENTIVE SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. ("PNC") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan");

WHEREAS, Section 14.1 of the Plan authorizes PNC to amend the Plan; and

WHEREAS, PNC wishes to amend the Plan to provide for the merger of the ARCS Commercial Mortgage Savings & Investment Plan into the Plan.

NOW, THEREFORE, IT IS RESOLVED, effective February 1, 2008, that the Plan is hereby amended as follows:

1. The chart in Annex III of the Plan is amended to add the following language to the end thereof:

ARCS Commercial Mortgage Savings & Incentive Plan (the "ARCS Plan") February 1, 2008

Withdrawal Provisions

- A Participant in the ARCS Plan may withdraw all or part of the Participant's rollover account in the ARCS Plan for any reason and without regard to any limit on the number of withdrawals.
- A Participant in the ARCS Plan may withdraw all or part of the Participant's vested accounts in the ARCS Plan at age 59 1/2 for any reason and without regard to any limit on the number of withdrawals.

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 2nd day of February, 2008 pursuant to the authority delegated by the Corporation's Personnel and Compensation Committee.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**SEVENTEENTH AMENDMENT TO
THE PNC FINANCIAL SERVICES GROUP, INC.**

INCENTIVE SAVINGS PLAN

WHEREAS, The PNC Financial Services Group, Inc. ("PNC") sponsors The PNC Financial Services Group, Inc. Incentive Savings Plan (the "Plan");

WHEREAS, Section 14.1 of the Plan authorizes PNC to amend the Plan; and

WHEREAS, PNC wishes to amend the Plan to (1) provide for transfers from the Retirement Savings Plan to the Plan and vice versa; (2) provide for an account maintenance fee for certain terminated vested participants; (3) change the date for determination of the rate of interest charged on a Plan loan; (4) add language outlining a participant's obligation to notify Plan fiduciaries of errors or omissions regarding the participant's Plan account; (5) reflect the change of PFPC, Inc.'s name to PNC Global Investment Servicing (U.S.) Inc.; (6) reflect the merger of the Yardville National Bank Employees' Retirement Savings Plan, The Yardville National Bank Employee Stock Ownership Plan, and the Sterling Financial Corporation 401(k) Retirement Plan into the Plan; and (7) comply with certain provisions of the Pension Protection Act of 2006 and the final Treasury Regulations issued under Section 415 of the Internal Revenue Code of 1986, and amend other related provisions of the Plan for consistency.

NOW, THEREFORE, IT IS RESOLVED that, the Plan is hereby amended as follows:

1. Effective January 1, 2008, Section 3.5 of the Plan is amended in its entirety to read as follows:

3.5 Transfers from the PNC Global Investment Servicing Inc. Retirement Savings Plan (f/k/a PFPC Inc. Retirement Savings Plan)

"If a participant in the PNC Global Investment Servicing Inc. Retirement Savings Plan (f/k/a PFPC Inc. Retirement Savings Plan (the "RSP")) transfers employment to the Employer or any Participating Employer in the Plan and becomes eligible to participate in the Plan, the Trustee shall accept a transfer of his entire account under the RSP (including vested and unvested amounts and outstanding loans) as soon as administratively practicable following the date the employee becomes eligible to participate in the Plan. With respect to the transferred amounts, all benefits, rights and features that are required to be protected under Code section 411(d)(6) shall be protected under the Plan."

-
2. Effective January 1, 2008, new Section 8.8 is added to the Plan to read as follows:

“8.8 Account Maintenance Fee after Distribution

If a Participant’s Account has been distributed in accordance with the Participant’s (or Beneficiary’s) election following the Participant’s termination of employment, Total Disability or death, and there exists with respect to such Account at any time after such distribution, an Account Balance of \$5.00 or less, such Account will be subject to an annual account maintenance fee in an amount determined by the Plan Administrator and applied equally to all such Accounts.”

3. Effective January 1, 2009, the Plan is amended to add new Section 8.9, as follows:

“8.9 Transfer of Accounts to RSP

Effective January 1, 2009, if a Participant transfers employment to PNC Global Investment Servicing (U.S.) Inc. or another participating employer in the RSP and becomes eligible to participate in the RSP, the Trustee shall transfer his entire Account (including vested and unvested amounts and outstanding loans) to the RSP as soon as administratively practicable following the date the Participant becomes eligible to participate in the RSP.”

4. Section 10.2(f) of the Plan is amended to add the following new clause immediately at the end thereof:

“; provided, the rate of interest charged on a loan issued on or after May 15, 2008, will be the prime rate of interest as announced by PNC Bank, N.A. on the 15th day of the month preceding the date the Participant submits the loan application.”

5. Effective January 1, 2008, new Section 12.13 is added to the Plan to read as follows:

“12.13 Participant Obligations and Duty to Notify Plan Fiduciary of Errors or Omissions

In order for a Plan fiduciary (as determined under ERISA) to correct or otherwise rectify any errors or omissions with regard to a Participant’s Account under the Plan, each Participant has an affirmative obligation to monitor his Account to ensure that all directions, instructions and elections made by the Participant with respect to his Account are properly effected. Consistent with such obligation, each Participant is required to promptly review all statements, confirmations and other notices and disclosures with respect to his Account, as well as all payroll confirmations, notices and disclosures pertaining to such Participant’s Elective Contributions and Elective Contribution Agreement with respect to the Plan. If a Plan fiduciary or an individual with authority delegated by a Plan fiduciary acts or fails to act with respect to a Participant or a Participant’s Account under the Plan and the Participant knows or should have known that such act or failure to act was incorrect or inconsistent with the Plan, ERISA or its regulations, the Code, and/or the Participant’s investment instructions, elections, or other directions, the Participant’s failure to notify the Plan fiduciary (or the Plan fiduciary’s delegate) within 90 days that such act or failure to act was incorrect or inconsistent with the Participant’s election shall be deemed to be an acceptance and ratification of the Plan fiduciary’s (or the Plan fiduciary’s delegate) act or failure to act.”

6. (a) Effective August 1, 2008, all references to "The PFPC Inc. Retirement Savings Plan" in the Plan shall be amended to refer instead to the "PNC Global Investment Servicing Inc. Retirement Savings Plan."

(b) Effective August 1, 2008, all other references to "PFPC Inc." in the Plan shall be amended to refer instead to "PNC Global Investment Servicing (U.S.) Inc."

7. Effective January 1, 2008, the chart in Annex III of the Plan is amended to add the following language to the end thereof:

Yardville National Bank Employees' Retirement Savings Plan (the "Yardville Plan")

The Yardville Plan trust will merge into the Plan's trust as soon as practicable after October 1, 2008. For the sake of clarity, former Yardville Plan participants may begin making Elective Deferrals to the Plan beginning with the first pay period ending after March 8, 2008.

Total and Permanent Disability

- In the event of the Total and Permanent Disability of a Yardville Plan Participant under the terms of the Yardville Plan, all amounts credited to such Participant's Combined Account shall become fully vested.
- Under the terms of the Yardville Plan, Total and Permanent Disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Yardville Plan Participant shall be determined by a licensed physician chosen by the Plan Administrator. However, if the condition constitutes total disability under the federal Social Security Act, the Plan Administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for the purposes of the Yardville Plan.

In-Service Distributions

- A Yardville Plan Participant who has not severed employment with the Employer may withdraw all or part of the vested amount credited to the Participant's Account under the Yardville Plan at age 59-1/2 in accordance with the Yardville Plan.

The Yardville National Bank Employee Stock Ownership Plan (the "Yardville ESOP")

The Yardville ESOP trust will merge into the Plan's trust as soon as practicable after October 1, 2008. For the sake of clarity, former Yardville ESOP

Sterling Financial Corporation 401(k) Retirement Plan (the "Sterling Plan")

participants may begin making Elective Deferrals to the Plan beginning with the first pay period ending after March 8, 2008.

The Sterling Plan trust will merge into the Plan's trust as soon as practicable after November 7, 2008. For the sake of clarity, former Sterling Plan participants may begin making Elective Deferrals to the Plan beginning with the first pay period ending after August 8, 2008.

Total and Permanent Disability

- In the event of the Disability of a Sterling Plan Participant under the terms of the Sterling Plan, all amounts credited to such Participant's Combined Account shall become fully vested.
- Under the terms of the Sterling Plan, Disabled means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. Notwithstanding such definition, a Participant eligible for Social Security disability benefits shall automatically be considered Disabled under the Sterling Plan. Disability shall be determined by the Plan Administrator after consultation with a physician chosen by the Plan Administrator

In-Service Distributions

- A Sterling Plan Participant who has not terminated employment with the Employer and who has reached age 60 with at least three (3) Years of Service may, upon written request to the Plan Administrator, withdraw any or all of his interest in his Sterling Plan Account. A Participant may request an in-service withdrawal only once during a Plan Year.

8. Effective January 1, 2008, the Plan is amended to add the following new Annex V immediately at the end thereof:

ANNEX V

CERTAIN PROVISIONS OF THE PENSION PROTECTION ACT OF 2006,
FINAL REGULATIONS UNDER CODE SECTION 415,
AND RELATED PROVISIONS

Preamble

1. Adoption and Effective Date. This Annex V is adopted in order to (i) reflect certain provisions of the Pension Protection Act of 2006 ("PPA"); (ii) reflect certain requirements of the final Treasury Regulations under Code section 415; and (iii) amend other related provisions of the Plan for consistency. This Annex V is intended as good faith compliance with the aforementioned provisions and is to be construed in accordance with PPA and the regulations under Code section 415 and guidance issued thereunder, as applicable. Annex V is generally effective as of January 1, 2008, except as otherwise provided herein.
2. Inconsistent Provisions Superseded. This Annex V shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Annex V.

Section 1. Plan Compensation

1. Modification of Definition of Plan Compensation. Effective January 1, 2008, "Compensation" for purposes of Section 1.8 means the total wages, salaries, commissions, fees for professional services, and other amounts received by a Participant (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income or would have been includible in gross income but for an election under Code section 125, 132(f)(4), 402(e)(3) or 402(h), including, but not limited to, Elective Contributions. Compensation does not include Employer Contributions or Matching Contributions and does not include employer contributions to any other pension plan or any welfare plan.

Compensation does not include variable pay, such as annual bonus amounts, in excess of the greater of (i) \$25,000, or (ii) 50% of such variable pay; provided, that for a Participant who is not a member of the corporate executive group, variable pay shall not exceed \$250,000. Annex I contains a list of all pay codes that are treated as Compensation for purposes of the Plan, including those that are treated as variable pay. For this purpose, the corporate executive group means the group designated as such by the Corporation. Notwithstanding the foregoing, effective January 1, 2002, Compensation shall not include earnings paid as a gross-up payment.

Compensation does not include amounts received by a Participant through accident or health insurance for personal injuries or sickness; amounts reimbursed by the Employer for moving expenses; the value of a nonstatutory stock option granted to the Participant by the Employer; amounts includible in gross income upon making the election described in Code section 83(b); amounts includible in gross income under the rules of Code section 409A or because amounts were constructively received by the Participant; amounts realized from the exercise of a nonstatutory stock option or when restricted stock (or property) held by the Participant either

becomes freely transferable or is no longer subject to a substantial risk of forfeiture; payments from a plan of deferred compensation not qualified under Code section 401(a); amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that premiums are not includible in gross income and are not salary reduction amounts under Code section 125); amounts paid as gross-up payments or director's fees; and other similar amounts.

Compensation does not include severance pay or any other amounts paid after the Participant's severance from employment with the Employer; except that Compensation does include (a) regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments that would have been paid to the Participant if the Participant had continued in employment with the Employer if such amounts are paid by the later of 2-1/2 months after the severance from employment or the end of the Plan Year that includes the date of severance from employment; and (b) payments to a Participant not currently performing services for the Employer by reason of qualified military service (as defined under Code section 414(u)(1)) to the extent those payments do not exceed the amount the individual would have received if he or she had continued performing services for the Employer.

No amount shall be included in Compensation if otherwise excluded by the terms of Code section 415. A Participant's Compensation for a Plan Year shall not exceed the Code section 401(a)(17) limit, which is \$230,000 (as adjusted by the Secretary of the Treasury or by statute)."

Section 2. Rollovers

1. Modification of Definition of Distributee. For purposes of the rollover provisions of Section 8.7 of the Plan, effective for distributions made after December 31, 2006, Distributee also includes a non-spouse Beneficiary.
2. Modification of Definition of Eligible Retirement Plan. For purposes of the rollover provisions of Section 8.7 of the Plan, (i) with respect to an Eligible Rollover Distribution made to a non-Spouse Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity that accepts a direct trustee-to-trustee transfer from the Plan only and (ii) effective for distributions made after December 31, 2007, Eligible Retirement Plan also means a Roth IRA.

Section 3. Maximum Annual Additions

1. Definition of 415 Compensation. Effective January 1, 2008, for purposes of applying the limitation on annual additions under Code section 415, for each limitation year, "compensation" shall mean compensation paid to the Participant and reported in Box 1 of Form W-2, plus amounts excluded from gross income by reason of a salary deferral election under Code section 125, 132(f)(4), 402(a)(8) or 402(h). Compensation shall not include any amount paid to the Participant after the Participant's

severance from employment with the Employer and any Related Employer; provided, however, that compensation shall include payments that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Employer or any Related Employer and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation that is paid by the later of 2- 1/2 months after the Participant's severance from employment or the end of the limitation year that includes the Participant's severance from employment date.

Compensation also shall include amounts paid to a Participant not currently performing services for the Employer by reason of qualified military service (as defined under Code section 414(u)(1)) to the extent those payments do not exceed the amount the individual would have received if he or she had continued performing services for the Employer.

A Participant's compensation shall not exceed the Code section 401(a)(17) limit, which is \$230,000 (as adjusted by the Secretary of the Treasury or by statute).

Section 4. Other Related Provisions

1. Definition of Highly Compensated Employee. For purposes of determining who is a Highly Compensated Employee for any Plan Year under Section 1.24 of the Plan, "compensation" shall be defined in the same manner as it is defined for purposes of determining the maximum annual additions under the Plan.
2. Definition of Key Employee. For purposes of determining who is a Key Employee and the amount of any minimum employer contribution for any Plan Year under Article XVI of the Plan, "compensation" shall be defined in the same manner as it is defined for purposes of determining the maximum annual additions under the Plan.

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 31st day of December, 2008 pursuant to the authority delegated by the Corporation's Personnel and Compensation Committee.

/s/ Joan L. Gulley

Joan L. Gulley
Chief Human Resources Officer

PFPC INC. RETIREMENT SAVINGS PLAN

(Effective as of July 1, 2004)

PFPC INC. RETIREMENT SAVINGS PLAN

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PFPC INC. RETIREMENT SAVINGS PLAN

INTRODUCTORY STATEMENT

The PNC Financial Services Group, Inc., a Pennsylvania corporation (the "Corporation"), sponsors the PFPC Inc. Retirement Savings Plan (the "Plan") for the benefit of eligible employees of the Corporation's subsidiary PFPC Inc. and certain other participating employers. The Plan is established effective July 1, 2004 and is formed by the transfer of assets from The PNC Financial Services Group, Inc. Incentive Savings Plan.

ARTICLE I
DEFINITIONS

The following words and phrases have the following meanings, unless a different meaning clearly is required by the context.

1.1 "Account" means collectively a Participant's Employer Basic Contribution Account, Employer Transitional Contribution Account, Employee Elective Contribution Account, Employee Catch-up Contribution Account, Employer Matching Contribution Account, Rollover Contribution Account, Prior Profit Sharing Account, Prior Employee After-tax Contribution Account, Prior Employee Pre-tax Contribution Account, ISP Matching Contribution Account and Prior Plan Account.

1.2 "Administrative Committee" means the committee appointed by the Chief Executive Officer of the Corporation or its delegate to administer the Plan.

1.3 "Beneficiary" means the person or persons or trust or estate designated by a Participant under Section 2.2 of the Plan.

1.4 "Board" means the board of directors of the Corporation.

1.5 "Code" means the Internal Revenue Code of 1986, as amended.

1.6 "Compensation" means the total compensation received by a Participant from the Employer, including wages, salaries, commissions and fees for professional services actually rendered in the course of employment with the Employer. Compensation includes any salary reductions provided for under Code Sections 125, 132, 402(a)(8) and 402(h), including, but not limited to, Employee Elective Contributions and Employee Catch-up Contributions. Annex I contains a list of all pay codes that are treated as Compensation.

Compensation does not include severance pay, Employer Basic Contributions, Employer Transitional Contributions or Employer Matching Contributions, and does not include employer contributions to any other pension plan or any welfare plan. Compensation does not include any amounts imputed into a Participant's gross income for federal income tax purposes by a provision of the Code, including, but not limited to: (i) any amounts required to be reported as wages on a Participant's Form W-2 as a result of Employee expense reimbursements (such as moving expenses); (ii) director's fees; (iii) amounts realized under Code Section 83 from the transfer of property, except to the extent includible in income pursuant to the election described in Code Section 83(b); (iv) amounts realized from the exercise of a nonqualified stock option or when restricted stock (or property) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture; (v) payments from a plan of deferred compensation not qualified under Code Section 401(a); (vi) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and (vii) payments made by an Employer for group-term life insurance, hospitalization and like benefits, but only to the extent that the amount are not paid by the Employer on behalf of a Participant pursuant to the Participant's salary deferral election under a cafeteria plan described in Code Section 125. Compensation does not include any amounts paid as gross-up payments.

A Participant's Compensation shall not exceed \$205,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17) of the Code. Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the "determination period"). The cost-of-living adjustment in effect for a calendar year applies to Compensation for the determination period that begins with or within such calendar year.

1.7 "Corporation" means The PNC Financial Services Group, Inc.

1.8 "Corporation Stock" means the common stock of The PNC Financial Services Group, Inc.

1.9 “Disability” means a medically determinable physical condition of such severity and probable prolonged duration as to entitle a Participant to receive disability payments under a long-term disability income plan maintained by an Employer with respect to that Employee. For Employees not covered by such a plan, Disability means a determination by the Social Security Administration that the Participant has a disability. The definition of Disability contained in this Plan shall have no impact or effect on any determination regarding disability made under any other employee benefit plan of the Employer.

1.10 “Effective Date” means July 1, 2004.

1.11 “Elective Contribution Agreement” means the agreement whereby an Eligible Employee elects to defer a portion of Compensation under the procedures set forth in Article III.

1.12 “Eligible Employee” means an Employee who has: (i) attained age 21; and (ii) in the case of a Salaried Employee, completed six consecutive months of service with the Employer or a Related Entity on an elapsed time basis, or, in the case of an Hourly Employee, completed one Year of Eligibility Service with the Employer or a Related Entity. Eligible Employee does not include: (i) leased employees (which, in accordance with Code Section 414(n), means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient); (ii) interns; (iii) temporary employees or employees who are reclassified from another classification to temporary employees; and (iv) employees with no U.S. source income.

1.13 “Employee” means any person who is paid on an hourly basis or salary basis by the Employer for services rendered to the Employer. Employee does not include: (i) any individual who is covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining shall, unless the collective bargaining agreement provides for the individual’s inclusion in this Plan; (ii) any person who is receiving only a pension or severance pay from an Employer; (iii) any individual hired

and classified by the Employer as an independent contractor, or who receives compensation by way of fee under contract, written or otherwise, even if misclassified by the Employer as subsequently determined in a judicial or administrative proceeding; or (iv) a director of an Employer who is not an officer or otherwise an employee of an Employer without regard to such individual's status for tax or any other purpose.

1.14 "Employee Catch-up Contribution" means the amount contributed by the Employer under Section 3.4 of the Plan.

1.15 "Employee Catch-up Contribution Account" means the sub-account used to record a Participant's interest in the Plan attributable to Employee Catch-up Contributions and catch-up contributions made under another plan that were merged into this Plan.

1.16 "Employee Elective Contribution" means the amount contributed by the Employer under Section 3.3 of the Plan.

1.17 "Employee Elective Contribution Account" means the sub-account used to record a Participant's interest in the Plan attributable to Employee Elective Contributions and pre-tax contributions made under another plan that were merged into this Plan.

1.18 "Employer" means PFPC Inc. and any Participating Employer.

1.19 "Employer Basic Contribution" means the amount contributed by the Employer under Section 3.1 of the Plan.

1.20 "Employer Basic Contribution Account" means the sub-account used to record a Participant's interest in the Plan attributable to Employer Basic Contributions.

1.21 "Employer Matching Contribution" means the amount contributed by the Employer under Section 3.5 of the Plan.

1.22 “Employer Matching Contribution Account” means the sub-account used to record a Participant’s interest in the Plan attributable to Employer Matching Contributions. The Employer Matching Contribution Account includes a sub-account to record dividends paid on Corporation Stock held in the Employer Matching Contribution Account.

1.23 “Employer Transitional Contribution” means the amount contributed by the Employer under Section 3.2 of the Plan.

1.24 “Employer Transitional Contribution Account” means the sub-account used to record a Participant’s interest in the Plan attributable to Employer Transitional Contributions.

1.25 “Entry Date” means the first day of each calendar month.

1.26 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

1.27 “Highly Compensated Employee” means an Employee who (i) performs service for the Employer during the Plan Year for which the determination of who is highly compensated is being made (the “determination year”) or the 12-month period immediately preceding the Plan Year (the “look-back year”) and who was, or is, a five percent owner (as defined in Code Section 416(i)(1)) or (ii) for the look-back year received compensation (as defined in Plan Section 7.3(a)) in excess of \$80,000 (as adjusted by the Secretary of the Treasury or by statute) and for such year was a member of the “top-paid group” (as defined below).

The “top-paid group” consists of the top 20 percent of Employees ranked on the basis of compensation received during the look-back year. For purposes of determining the number of Employees in the top-paid group, employees described in Code Section 414(q)(5) and Q&A-9(b) of Treasury Regulation Section 1.414(q)-1T are excluded.

A Highly Compensated Employee includes any Employee who separated from service (or was deemed to have separated) prior to the determination year, performed no service for the employer during the determination year, and was a highly compensated active Employee for either the separation year or any determination year ending on or after the Employee’s 55th birthday.

Employers aggregated under Code Sections 414(b), (c), (m) or (o) are treated as a single employer for purposes of the determination of who is a Highly Compensated Employee.

1.28 "Hourly Employee" means an Employee who is paid on an hourly basis.

1.29 "Hour of Service" means, in accordance with Department of Labor Regulation Section 2530.200b-2, each hour for which an Employee is directly or indirectly paid, or entitled to be paid by an Employer, regardless of whether employment duties are performed, and each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by an Employer. These hours shall be credited to an Employee for the computation period during which the Employee's employment duties were performed, but in the event a payment is made or due for a reason other than the performance of duties, hours shall be credited for the computation period during which the absence from work occurred.

1.30 "Investment Fund" means any of the funds in which a Participant may direct the investment of the Participant's Account.

1.31 "ISP" means The PNC Financial Services Group, Inc. Incentive Savings Plan.

1.32 "ISP Matching Contribution Account" means the sub-account used to record a Participant's interest in the Plan attributable to matching contributions made under the ISP that were merged into this Plan.

1.33 "Non-highly Compensated Employee" means an Employee who is not a Highly Compensated Employee.

1.34 "Participant" means an Eligible Employee who has become a participant in the Plan under Section 2.1 of the Plan.

1.35 "Participating Employer" means a Related Entity approved by the Board or its delegate to have its employees participate in the Plan. Participating Employers are listed on Annex II.

1.36 "Period of Severance" means the period of time commencing on the date a Severance of Service occurs and ending on the date the Employee again performs an Hour of Service for the Employer.

1.37 "Plan" means the PFPC Inc. Retirement Savings Plan.

1.38 "Plan Administrator" means the Corporation.

1.39 "Plan Manager" means the individual designated by the Administrative Committee to manage the operation of the Plan as herein provided or to whom the Administrative Committee has duly delegated any of its duties or obligations hereunder.

1.40 "Plan Year" means the calendar year, except that the first Plan Year begins July 1, 2004 and ends December 31, 2004.

1.41 "Prior Employee After-tax Contribution Account" means the sub-account used to record a Participant's interest in the Plan attributable to after-tax contributions made under another plan that were merged into this Plan.

1.42 "Prior Employee Pre-tax Contribution Account" means the sub-account used to record a Participant's interest in the Plan attributable to certain pre-tax contributions made under another plan that were merged into this Plan that are not included in the Employee Elective Contribution Account.

1.43 "Prior Plan Account" means the sub-account used to record a Participant's interest in the Plan attributable to contributions made under a plan that were merged into this Plan that are not otherwise allocated to the other sub-accounts described in this Plan.

1.44 "Prior Profit Sharing Account" means the sub-account used to record a Participant's interest in the Plan attributable to employer contributions made under another plan that were merged into this Plan.

1.45 "Related Entity" means any entity which, with the Corporation or any Employer, forms: (i) a controlled group of corporations within the meaning of Code Section 414(b); (ii) a group of trades or businesses under common control within the meaning of Code Section 414(c); or (iii) an affiliated service group within the meaning of Code Section 414(m). For purposes of Article VII, however, the adjustments required by Code Section 415(h) shall be made to such subsections.

1.46 "Retirement" means termination of employment at or after age 65 or termination of employment at or after age 55 with at least five Years of Vesting Service.

1.47 "Rollover Contribution" means a direct or indirect contribution of an eligible rollover distribution from: (i) a qualified plan described in Section 401(a) or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code or an eligible plan under Section 457(b) of the Code that is maintained by a state, political subdivision or a state, or any agency or instrumentality of a state or political subdivision of a state, and in all cases including after-tax employee contributions; or (ii) an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would not otherwise be includible in gross income, but only if the individual retirement account qualified as a "conduit" individual retirement account.

1.48 "Rollover Contribution Account" means the sub-account used to record a Participant's interest in the Plan attributable to a Rollover Contributions and rollover contributions made under another plan that were merged into this Plan.

1.49 "Salaried Employee" means an Employee who is paid on the basis of annual salary.

1.50 "Service" means a period commencing on the Participant's employment commencement date or re-employment date, whichever is applicable, and ending on the date a Severance of Service occurs, subject to the following:

(a) If an Employee has a Severance of Service because of quit, discharge or retirement and then performs an Hour of Service within 12 months of the Severance of Service date, he or she shall receive service credit for the Period of Severance.

(b) An Employee who has a Severance of Service because of quit, discharge or retirement during an authorized leave of absence, and who performs an Hour of Service within 12 months from the date of the leave of absence began, shall receive service credit for the Period of Severance. If an Employee is absent for 12 full months, no credit is given for the Period of Severance, except as required by Section 15.9.

Service includes any service with a company, the assets or stock of which is acquired by an Employer if provided in the corporate documents governing the transaction or required by applicable law.

1.51 "Severance of Service" occurs on the earlier of: (i) the date the Employee quits, retires, is discharged or dies; and (ii) the first anniversary of the first date of a period in which the Employee remains absent from service with the Employer (with or without pay) for any reason other than quit, retirement, discharge, death, authorized leave of absence or Disability (such as vacation, holiday, sickness, unauthorized leave of absence or layoff).

1.52 "Spouse" means the person to whom a Participant is legally married as determined by the Administrative Committee or its designee.

1.53 "Trust" means the trust established as part of this Plan to hold the assets of the Plan pursuant to the Trust Agreement.

1.54 "Trust Agreement" means the agreement or agreements of trust and/or custodial agreements established as part of this Plan between the Trustee and the Corporation.

1.55 "Trust Fund" means, collectively, all funds received by the Trustee, together with all income thereon and increments and profits therefrom, as the same may be held or invested from time to time as provided for in the Trust Agreement.

1.56 "Trustee" means PNC Bank, N.A., or its successors in trust, or any additional or successor Trustee as named by the Corporation.

1.57 "Valuation Date" means each day on which the New York Stock Exchange (or any other national securities exchange) is open to execute purchases or sales of securities and on which the Trust Fund is valued.

1.58 "Year of Eligibility Service" means an eligibility computation period during which an Employee is credited with 1,000 or more Hours of Service. The eligibility computation period shall be an initial period of 12 consecutive months beginning on the Employee's date of employment. Subsequent to the initial 12-month period, the eligibility computation period shall be the Plan Year, beginning with the Plan Year in which the first anniversary of the Employee's date of employment occurs.

1.59 "Year of Vesting Service" means 12 months of Service with an Employer or Related Entity. Years of Vesting Service shall not include employment otherwise disregarded under the Plan or any other tax-qualified retirement plans maintained by the Employer or a Related Entity. All non-successive periods of Service shall be aggregated and any periods of Service of less than a whole year (whether or not consecutive) shall be aggregated on the basis that 12 months of Service equals a whole Year of Vesting Service. A month of Service is deemed to be 30 days in the case of the aggregation of fractional months. After aggregating all Service, any period of Service less than a whole year (12 months) shall be disregarded.

ARTICLE II
PARTICIPATION IN THE PLAN

2.1 Enrollment in Plan

(a) Automatic Enrollment

An Eligible Employee automatically becomes a Participant in the Plan on the date the Eligible Employee receives an Employer Basic Contribution or an Employer Transitional Contribution. In addition, the account balance of an Eligible Employee who previously participated in the ISP automatically will be transferred to this Plan and such Eligible Employee will become a Participant on the date the funds are received by this Plan.

(b) Earlier Enrollment Pursuant to Elective Contribution Agreement

An Eligible Employee may become a Participant in the Plan prior to the date set forth in Section 2.1(a) of the Plan by filing an Elective Contribution Agreement pursuant to Section 3.3 of the Plan, in which case the Eligible Employee will become a Participant on the Entry Date coincident with or next following the date the Elective Contribution Agreement is accepted by the Plan Manager.

(c) Participation upon Rehire

A Participant who terminated employment and is rehired will be enrolled in the Plan on the date of rehire, provided the individual satisfies the definition of Eligible Employee, but without regard to the service requirement. However, Employee Elective Contributions will not begin until the Entry Date following the Employee's date of re-employment.

2.2 Designation of Beneficiaries

(a) Procedures for Designating

Each Participant shall have the right to designate a Beneficiary (including contingent Beneficiaries if the Participant so desires) to receive the Participant's interest in the Plan upon the Participant's death. A Beneficiary designation must be made in accordance with procedures established by the Plan Manager and is not effective until received by the Plan Manager. A Participant who wishes to designate, or who previous to marriage has designated, a primary Beneficiary other than the Participant's Spouse shall furnish the written consent of the Participant's Spouse, witnessed by a notary public, to such Beneficiary designation. Unless otherwise specified by law or regulation, the designation of a non-spousal Beneficiary shall be ineffective absent such notarized spousal consent.

A Beneficiary designation under the ISP made by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan.

(b) Change of Beneficiary

Subject to the required spousal consent, a Participant shall have the right to change or revoke any Beneficiary designation, at any time and from time to time, by filing a new designation or notice of revocation with the Plan Manager. A Spouse's consent applies only to the signatory Spouse and does not bind any future Spouse. In the event the Participant remarries, the new Spouse will be deemed to be the Beneficiary, unless the procedures set forth above to designate another Beneficiary are followed with respect to the new Spouse.

(c) Death of Participant with No Beneficiary

If a person designated as a Beneficiary by a Participant fails to survive the Participant, such designation of that person as Beneficiary shall not be effective. If a Participant dies without having an effective designation of a Beneficiary in effect, any payments becoming payable under this Plan by reason of the Participant's death shall be made in equal shares to and among the

person or persons who shall be shown, to the reasonable satisfaction of the Plan Manager, to be within the first of the following five classes of potential Beneficiaries which shall contain one or more members surviving at the death of the Participant: (i) the Participant's Spouse, (ii) the Participant's issue, per stirpes, (iii) the Participant's parents, (iv) the Participant's brothers and sisters or (v) the Participant's executors or administrators.

(d) Death of Beneficiary while Receiving Payments

If a Beneficiary dies at any time when any amount remains to be paid to the Beneficiary under this Plan, and if the Participant has not named a successor or contingent Beneficiary, the remaining benefits shall be paid in equal shares to and among the person or persons who shall be shown, to the reasonable satisfaction of the Plan Manager, to be within the first of the following five classes of potential Beneficiaries which shall contain one or more members surviving at the death of the Beneficiary: (i) the Participant's Spouse; (ii) the Participant's issue, per stirpes; (iii) the Participant's parents; (iv) the Participant's brothers and sisters; or (v) the Participant's executors or administrators.

ARTICLE III
CONTRIBUTIONS

3.1 Employer Basic Contributions

Regardless of whether an Eligible Employee elects to make Employee Elective Contributions, each pay period the Employer will contribute to the Plan on behalf of the Eligible Employee an amount equal to three percent of the Eligible Employee's Compensation.

In addition, regardless of whether an Eligible Employee elects to make Employee Elective Contributions, if the Eligible Employee is employed by the Employer on the last day of the Plan Year, the Employer will contribute to the Plan an amount equal to two percent of the Eligible Employee's Compensation if PFPC Inc. achieves financial results in excess of 135 percent of its announced target for the Plan Year. The Plan Manager shall rely on representations of the management of PFPC Inc. regarding its financial results with no duty of further inquiry.

If the Eligible Employee is not employed by the Employer on the last day of the Plan Year due to death, Disability or Retirement, the two percent contribution still will be made on the Eligible Employee's behalf. If the Eligible Employee is not employed by the Employer on the last day of the Plan Year, but is employed by a Related Entity on the last day of the Plan Year, the two percent contribution still will be made on the Eligible Employee's behalf, but only with respect to the Eligible Employee's Compensation received from the Employer. If the Eligible Employee becomes a member of a collective bargaining unit that does not participate in the Plan, then unless the collective bargaining agreement provides otherwise, the two percent contribution still will be made on the Eligible Employee's behalf, but only with respect to the Eligible Employee's Compensation received from the Employer prior to the date the Eligible Employee becomes a member of the collective bargaining unit.

3.2 Employer Transitional Contributions

Regardless of whether an Eligible Employee elects to make Employee Elective Contributions, if the Eligible Employee was eligible to receive “transitional earnings credits” on June 30, 2004 under The PNC Financial Services Group, Inc. Pension Plan, the Employer will contribute those amounts to this Plan, except that the contributions will be based on Compensation under this Plan. The Employer will make Employer Transitional Contributions until the Eligible Employee ceases to be employed by the Employer or until December 31, 2008, if later. A Participant who terminated employment and is rehired, and who was eligible to receive Employer Transitional Contributions during the prior period of employment, will be eligible to receive Employer Transitional Contributions upon rehire.

3.3 Employee Elective Contributions

An Eligible Employee may elect, by filing an Elective Contribution Agreement in accordance with procedures established by the Plan Manager, to contribute to the Plan an amount equal to any whole number percentage between one and 20 percent of the Eligible Employee’s Compensation. Employee Elective Contributions shall be collected by the Employer through deductions each pay period from the Participant’s Compensation and paid by the Employer to the Trust in accordance with applicable law.

A Participant may elect to change or discontinue future Employee Elective Contributions. The Participant must make such election at the time and in the manner designated in accordance with guidelines established by the Administrative Committee. An election shall be effective on the next pay date, provided the election is made at least nine days before the pay date. A Participant who discontinues Employee Elective Contributions may resume Employee Elective Contributions by completing and filing a new Elective Contribution Agreement.

An election to make pre-tax contributions under the ISP made by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan.

3.4 Employee Catch-up Contributions

A Participant who has or will attain age 50 before the end of the Plan Year may elect, by filing an Elective Contribution Agreement in accordance with procedures established by the Plan Manager, to contribute to the Plan an additional amount provided for, and subject to the limitations of, Section 414(v) of the Code. Employee Catch-up Contributions shall be collected by the Employer through deductions each pay period from the Participant's Compensation and paid by the Employer to the Trust in accordance with applicable law.

A Participant may elect to change or discontinue future Employee Catch-up Contributions. The Participant must make such election at the time and in the manner designated in accordance with guidelines established by the Plan Manager. An election shall be effective on the next pay date, provided the election is made at least nine days before the pay date. A Participant who discontinues Employee Catch-up Contributions may resume Employee Catch-up Contributions by completing and filing a new Elective Contribution Agreement.

Employee Catch-up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Section 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b) or 416 of the Code, as applicable, by reason of making such Employee Catch-up Contributions.

An election to make catch-up contributions under the ISP made by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan.

3.5 Employer Matching Contributions

The Employer may elect to make Employer Matching Contributions on behalf of Participants who make Employee Elective Contributions. Employer Matching Contributions are discretionary and will be made for a Plan Year only if certain pre-established financial performance goals are attained for that year and will be made on behalf of a Participant only if the Participant is employed by an Employer on the last day of the Plan Year.

The amount of Employer Matching Contributions is described below:

<u>Financial Performance</u>	<u>Amount of Employer Matching Contributions (in % of Employee Elective Contributions matched, up to 6% of Compensation)</u>
Below threshold	0%
Threshold	16.67%
Target	33.33%
Above threshold	66.67%

The Plan Manager shall rely on representations of the management of PFPC Inc. regarding its financial results with no duty of further inquiry.

If the Participant is not employed by the Employer on the last day of the Plan Year due to death, Disability or Retirement, Employer Matching Contributions still will be made on the Eligible Employee's behalf. If the Participant is not employed by the Employer on the last day of the Plan Year, but is employed by a Related Entity on the last day of the Plan Year, Employer Matching Contributions still will be made on the Eligible Employee's behalf, but only with respect to the Eligible Employee's Compensation received from the Employer. If the Eligible Employee becomes a member of a collective bargaining unit that does not participate in the Plan, then unless the collective bargaining agreement provides otherwise, Employer Matching Contributions still will be made on the Eligible Employee's behalf, but only with respect to Employee Elective Contributions made and Compensation received from the Employer prior to the date the Eligible Employee becomes a member of the collective bargaining unit.

A Participant who terminated employment and is rehired during the same Plan Year, will receive any Employer Matching Contributions on the Participant's Compensation for the entire Plan Year even if the Participant took a distribution from the Plan upon termination earlier in the Plan Year.

Employer Matching Contributions will only be made on account of Employee Elective Contributions. Employer Matching Contributions will not be made on account of amounts designated as Employee Catch-up Contributions, unless required by applicable law.

Employer Matching Contributions will be made in Corporation Stock, except as provided in Section 6.1.

3.6 Rollover Contributions

The Plan Manager may permit either a Participant or an Employee (even an Employee who is not an Eligible Employee) to make a Rollover Contribution. A request to make a Rollover Contribution shall be made in accordance with procedures established by the Plan Manager. The written request shall set forth the amount of such Rollover Contribution and contain a statement, satisfactory to the Plan Manager, that such contribution constitutes a Rollover Contribution.

In the case of a Rollover contributions made by an Employee who is not yet a Participant, such Employee will not become a Participant until the requirements of Article II are satisfied. Until such Employee becomes a Participant, the Employee is not entitled to make or receive contributions under the Plan or to take loans or withdrawals from the Rollover Contribution Account. However, the Employee will be responsible for investing the Rollover Contribution in accordance with Article VI of the Plan.

Unless the Plan Manager, in its sole discretion, determines otherwise, any expenses incurred incident to the transfer or rollover of such property to the Plan shall be paid by the Participant or Employee.

ARTICLE IV
PARTICIPANT ACCOUNTS

4.1 Maintenance of Accounts

An Account will be maintained under the Plan for each Participant. A Participant's Account will consist of the following sub-accounts, as appropriate: Employer Basic Contribution Account, Employer Transitional Contribution Account, Employee Elective Contribution Account, Employee Catch-up Contribution Account, Employer Matching Contribution Account, Rollover Contribution Account, Prior Profit Sharing Account, Prior Employee After-tax Contribution Account, Prior Employee Pre-tax Contribution Account, ISP Matching Contribution Account and Prior Plan Account.

ARTICLE V
VESTING

5.1 Vesting

A Participant's interest in the Participant's Account shall be fully vested at all times, except that a Participant's interest in the Participant's Employer Matching Contribution Account will vest according to the schedule below:

<u>Year of Vesting Service</u>	<u>Nonforfeitable Percentage</u>
Less than 2	0%
2	25%
3	50%
4	75%
5 or more	100%

Notwithstanding the foregoing, a Participant is fully vested on dividends paid on Corporation Stock and in accordance with Section 17.14 of the Plan. In addition, a Participant shall become fully vested in the Participant's Employer Matching Contribution Account upon the Participant's death, Disability or attainment of age 65.

5.2 Allocation of Forfeitures

The amount of forfeitures resulting from Employer Matching Contributions will reduce future amounts contributed by the Employer for Employer Basic Contributions, Employer Transitional Contributions and Employer Matching Contributions or to pay reasonable expenses of the Plan.

5.3 Reinstatement of Forfeitures

If a Participant severed from service and received a distribution of the Participant's Account, but is subsequently re-employed by the Employer before incurring five one-year Periods of Severance, any amount forfeited by the Participant will be reinstated if the Participant repays the distribution.

ARTICLE VI
INVESTMENT OPTIONS

6.1 Participant Investment Elections

A Participant's Account balance is invested at the direction of the Participant in any or all of the Investment Funds, except that amounts held in a Participant's Employer Matching Contribution Account and ISP Matching Contribution Account are invested in Corporation Stock.

A Participant may make an investment election in accordance with procedures established by the Plan Manager. In the event that a Participant does not make an investment election, the Participant shall be deemed to have elected the Investment Fund as the Plan Manager may designate from time to time. An investment election remains in effect and applies to all subsequent contributions, other than Employer Matching Contributions, until the investment election is changed by the Participant in accordance with procedures established by the Plan Manager.

Notwithstanding any other provision of this Plan, a Participant who has attained age 50 may make an election in accordance with procedures established by the Plan Manager to have future Employer Matching Contributions made in cash and to allocate amounts held in a Participant's Employer Matching Contributions and ISP Matching Contribution Account among any of the Investment Funds.

An investment election under the ISP made by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan.

6.2 Other Restrictions on Availability of Investment Funds

The Administrative Committee may impose restrictions on investment elections or the availability of Investment Funds as may be necessary, appropriate or convenient. Such restrictions may be either final policy or otherwise communicated to Participants.

Investment elections relating to the Corporation Stock are subject to the Corporation's policies regarding trading of employer securities, including insider trading policies.

6.3 Records

Each Participant shall be advised generally as of each calendar quarter, but at least once during each Plan Year, as to the value of the Participant's Account.

6.4 Participant Interest in Trust Fund

Each Participant shall have an undivided proportionate interest in the Trust Fund. Such interest shall be measured by the proportion that the market value of the Participant's Account in each Investment Fund bears to the total market value of all Accounts invested in such Trust Fund as of the date that interest is being determined.

6.5 Valuation of Investment Funds

The current value of the assets held in each of the Investment Funds and any other assets held in the Trust shall be determined by the Trustee as of each Valuation Date. Interests in each Investment Fund shall be valued at their last public sale price upon the New York Stock Exchange on the Valuation Date, or upon any other recognized exchange or exchanges, or if no such sale shall have been reported, and in the case of "over-the-counter" quotations, the last bid price at the close of business on the Valuation Date. The value of any security which is not listed or dealt in on any exchange shall be determined as nearly as may be in the same manner, except that there may be used for the purpose of obtaining the sale price or the bid price any published quotations in common use

which may be available, or, in the discretion of the Trustee, quotations by a reputable broker dealing in such securities. Investments that are not currently quoted shall be appraised at their fair market value in the opinion of the Trustee.

6.6 Allocation of Expenses

Unless paid by the Employer and not reimbursed, and subject to such limitations as may be imposed by ERISA or other applicable law, all costs and expenses incurred in connection with the general administration of the Plan and the Trust shall be chargeable to the Trust Fund and allocated in the sole discretion of the Plan Manager.

6.7 Allocation of Earnings and Losses

The Trustee shall allocate the net earnings and gains or losses of each Investment Fund of the Trust Fund as appropriate.

ARTICLE VII
LIMITATIONS ON CONTRIBUTIONS

7.1 Maximum Amount of Employee Elective Contributions

(a) Elective Deferral Limit

No Participant shall be permitted to make Employee Elective Contributions or elective deferrals made under any other qualified plan maintained by the Employer and any Related Entity during any taxable year in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year, except to the extent permitted under Section 3.4 of the Plan and Section 414(v) of the Code.

(b) Mandatory Distribution of Excess Deferrals

If, for a calendar year, a Participant's Employee Elective Contributions exceed the limit above, excess deferrals and income allocable thereto will be distributed to the Participant on or before April 15 of the following calendar year. The income allocable to the excess deferrals will be determined in accordance with Section 7.1(d).

(c) Elective Distribution of Excess Deferrals

If, for a calendar year, a Participant's elective deferrals do not exceed the limit above, but would exceed such limit if elective deferrals under plans, contracts or arrangements or unrelated entities were considered, then the Participant may request that a portion of the Participant's Employee Elective Contributions under this Plan be treated as excess deferrals and distributed pursuant to Section 7.1(b) above. In no event may such amount exceed the lesser of (i) the amount by which the Participant's total elective deferrals exceed the Code Section 401(g) limit for the calendar year or (ii) the Participant's Employee Elective Contributions under the Plan for the calendar year.

A Participant's request for distribution of excess deferrals under this Section must be made in accordance with the procedures established by the Plan Manager and filed on or before March 1 of the calendar year following the calendar year for which the excess deferrals were made. The request must specify the amount of the Participant's excess deferrals and be accompanied by a statement that if such amounts are not distributed, the Participant's elective deferrals for the calendar year will exceed the Code Section 402(g) limit.

(d) Income Allocable to Excess Deferrals

The income allocable to excess deferrals for a calendar year is equal to allocable gain or loss for the calendar year which is determined by multiplying the net income (or loss) for the calendar year allocable to Employee Elective Contributions by a fraction, the numerator of which is the excess deferrals by the Employee for the taxable year and the denominator of which is the sum of (i) the Account balance of the Employee attributable to Employee Elective Contributions as of the beginning of the calendar year, and (ii) the Employee's Employee Elective Contributions for the calendar year.

7.2 Deductibility

Employer Basic Contributions, Employer Transitional Contributions, Employee Elective Contributions and Employer Matching Contributions collectively shall not be in excess of the maximum amount allowable as a deduction for federal income tax purposes under Section 404 of the Code.

7.3 Limitation on Annual Additions

(a) Amount of Limitation

Notwithstanding any other provision of this Plan, the total "annual additions" (which, in accordance with Code Section 415(c), means the sum for any year of Employer contributions, Employee contributions and forfeitures) to the Account of any Participant under this Plan and any other defined contribution plan or plans maintained by the Employer or any Related Entity for any limitation

year shall not exceed the lesser of (i) \$40,000, as adjusted for increases in cost-of-living under Section 415(d) of the Code or (ii) 100 percent of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code for the limitation year. The compensation limit referred to above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A)(f)(2) of the Code) which is otherwise treated as an annual addition.

(b) Return of Excess Contributions

In the event that Employee Elective Contributions, with respect to any Participant, exceed the describe in Section 7.3(a) of the Plan, the excess shall be paid to such Participant in cash. In the event Employer Basic Contributions, Employer Transitional Contributions and Employer Matching Contributions, with respect to any Participant, exceed the limit described in Section 7.3(a) of the Plan, the excess first shall be used to reduce Employer Basic Contributions, Employer Transitional Contributions and Employer Matching Contributions and the balance shall be carried over to subsequent years and used to reduce Employer Basic Contributions, Employer Transitional Contributions and Employer Matching Contributions for subsequent year or years. Amounts carried over shall be held in a suspense account (as described in Article XVII), and shall be invested in any manner the Trustee deems appropriate.

7.4 Actual Deferral Percentage Test

The Plan is intended to satisfy the actual deferral percentage test of Code Section 401(k)(3)(A)(ii) by utilizing the Code's design-based safe harbor. However, for any Plan Year in which the Plan is not a safe harbor plan, the provisions below will apply.

(a) Definition of Actual Deferral Percentage

"Actual Deferral Percentage" means the average of the percentages (calculated separately for each Participant who is eligible to make Employee Elective Contributions to the Plan) determined by dividing (i) by (ii) where (i) is the total of the Employee Elective

Contributions made for the Plan Year on behalf of each such Participant and (ii) is such Participant's total W-2 compensation paid by the Employer for such Plan Year. The Plan uses the prior year testing method. Therefore, the Actual Deferral Percentage of Highly Compensated Employees is determined for the current Plan Year and the Actual Deferral Percentage for Non-highly Compensated Employees is determined for the prior Plan Year.

If the Plan and any other plan that includes a cash or deferred arrangement are considered as one plan for purposes of Code Sections 401(a)(4) or 410(b), the cash or deferred arrangements in such plans shall be treated as one plan for purposes of calculating the Actual Deferral Percentage.

If any Highly Compensated Employee who is a Participant in this Plan also participates in any other cash or deferred arrangement of the Employer, for purposes of determining the Actual Deferral Percentage for such Employee, all such cash or deferred arrangements shall be treated as one cash or deferred arrangement.

(b) Maximum Deferral Percentage

For any Plan Year, the Actual Deferral Percentage for the group of Highly Compensated Employees for the Plan Year may not exceed the greater of (i) 125 percent of the Actual Deferral Percentage of the group of Non-highly Compensated Employees for the Plan Year or (ii) 200 percent of the Actual Deferral Percentage for the group of Non-highly Compensated Employees for the Plan Year, provided that the Actual Deferral Percentage for the group of Highly Compensated Employees for the Plan Year may not exceed the Actual Deferral Percentage for the group of Non-highly Compensated Employees by more than two percentage points.

This Actual Deferral Percentage test will be performed in accordance with Code Section 401(k)(3) and Treasury Regulation Section 1.401(k)-1(b).

(c) Correction of Actual Deferral Percentage Test

If the Actual Deferral Percentage test is projected or determined to be failed for any Plan Year, the Plan Manager shall correct such failure no later than 12 months after the end of the Plan Year. The Plan Manager may correct any such failure by using any one or combination of correction procedures described in (1) and (2) below. The decision to use one or more correction procedures shall be made in the sole discretion of the Plan Manager.

Failure to correct excess contributions by the close of the Plan Year following the Plan Year for which they were made will cause the cash or deferred arrangement to fail to satisfy the requirements of Code Section 401(k)(3) for the Plan Year for which the excess contributions were made and for all subsequent years they remain in the trust. Also, the Employer will be liable for a 10 percent excise tax on the amount of excess contributions unless they are corrected within 2-¹/₂ months after the close of the Plan Year for which they were made.

(1) Distribution of Excess Contributions

The Plan Manager may correct a failure of the Actual Deferral Percentage test for a Plan Year by distributing excess contributions and income allocated thereto to Highly Compensated Employees. The income allocable to excess contributions includes income for the Plan Year in which the excess contributions were made. In the event that there exists an excess deferral percentage, then the amount of such excess shall be eliminated by a leveling process under which the Actual Deferral Percentage of the Highly Compensated Employee with the highest actual deferral ratio is reduced to the extent required to cause such Highly Compensated Employee's Actual Deferral Percentage to equal the Actual Deferral Percentage of the Highly Compensated Employee with the next highest Actual Deferral Percentage. This process shall be repeated until the excess deferral percentage is completely eliminated. Once the dollar amount of the excess contributions has been determined, it must be allocated to the appropriate highly compensated employees. In order to make this allocation, the following steps are to be taken:

(A) The elective contributions of the Highly Compensated Employee with the highest dollar amount of elective contributions are reduced by the amount required to cause that Highly Compensated Employee's elective contributions to equal the dollar amount of the elective contributions of the Highly Compensated Employee with the next highest dollar amount of elective contributions. This amount is then distributed to the Highly Compensated Employee with the highest dollar amount. However, if a lesser reduction would equal the total excess contributions, the lesser reduction amount is distributed.

(B) If the total amount distributed is less than the total excess contributions, step (A) is repeated.

(2) Qualified Matching Contributions and Qualified Nonelective Contributions

The Plan Manager may correct a failure of the Actual Deferral Percentage test for a Plan Year by (i) designating some or all of the Employer Matching Contributions for the Plan Year, if any, as qualified matching contributions and/or (ii) designating some or all of the Employer Basic Contributions and Employer Transitional Contributions for the Plan Year, if any, as qualified nonelective contributions. Recharacterized excess contributions will remain subject to the nonforfeitability requirements and distributions limitations that apply to Employee Elective Contributions.

7.5 Actual Contribution Percentage Test

The Plan is intended to satisfy the actual contribution percentage test of Code Section 401(m)(2)(A) by utilizing the Code's design-based safe harbor. However, for any Plan Year in which the Plan is not a safe harbor plan, the provisions below will apply.

(a) Definition of Actual Contribution Percentage

“Actual Contribution Percentage” means the average of the percentages (calculated separately for each Participant who is eligible to make Employee Elective Contributions to the Plan determined by dividing (i) by (ii) where (i) is the total of the Employer Matching Contributions made for the Plan Year on behalf of each such Participant and (ii) is such Participant’s total W-2 compensation paid by the Employer for such Plan Year. The Plan uses the prior year testing method. Therefore, the Actual Contribution Percentage of Highly Compensated Employees is determined for the current Plan Year and the Actual Contribution Percentage for Non-highly Compensated Employees is determined for the prior Plan Year.

At the election of the Plan Manager, the Actual Contribution Percentage shall be calculated after taking into account any Employee Elective Contributions made on behalf of a Participant for the Plan Year, provided that (i) Employee Elective Contributions, including those treated as Employer Matching Contributions pursuant to this paragraph, do not exceed the maximum deferral percentage (ii) Employee Elective Contributions, excluding those treated as Employer Matching Contributions pursuant to this paragraph, do not exceed the maximum deferral percentage and (iii) except as provided in (i) above, the Employee Elective Contributions treated as Employer Matching Contributions pursuant to this subparagraph are not taken into account in determining whether Employee Elective Contributions exceed the maximum deferral percentage for the Plan Year.

(b) Maximum Contribution Percentage

For any Plan Year, the Actual Contribution Percentage for the group of Highly Compensated Employees for the Plan Year may not exceed the greater of (i) 1.25 percent of the Actual Contribution Percentage for the group of Non-highly Compensated Employees for the Plan Year or (ii) 200 percent of the Actual Contribution Percentage for the group of Non-highly Compensated Employees for the Plan Year, provided that the Actual Contribution Percentage for the group of Highly Compensated Employees for the Plan Year may not exceed the Actual Contribution Percentage for the group of Non-highly Compensated Employees for the Plan Year by more than two percentage points.

(c) Elimination of the Excess Aggregate Contributions

If the Actual Contribution Percentage for the group of Highly Compensated Employees exceeds the maximum contribution percentage described above for a particular Plan Year, the amount of such excess aggregate contributions shall be eliminated in the same manner as described in Section 7.4(c) above, but by distribution of Employer Matching Contributions.

ARTICLE VIII
DISTRIBUTION OF BENEFITS

8.1 Time of Distribution

Upon a Participant's severance from service, including because of death or Disability, the Participant will be entitled to a distribution of the Participant's Account balance as soon as may be administratively practicable after receipt by the Plan Manager of the Participant's request in accordance with procedures established by the Plan Manager. A Participant will not be treated as having severed employment merely because the Participant is transferred from a Participating Employer to a nonparticipating Related Entity or to an entity that is not a Related Entity but which is ten percent or more owned (directly or indirectly) by the Employer.

Any Employer Basic Contributions, Employer Transitional Contributions and Employer Matching Contributions to which a terminated Participant is entitled as of the last Valuation Date of the year of severance, shall be added to the Participant's existing Account, or if the Participant's Account has already been distributed to the Participant, shall be distributed as soon as practicable after the date such contributions are made to the Trust.

Notwithstanding the above, if a Participant's Account balance is \$5,000 or less, the Participant's Account balance may be paid automatically to the Participant as soon as administratively practicable after the Participant's severance from service.

8.2 Minimum Distributions

(a) With respect to a Participant who attains age 70-¹/₂ while actively employed by the Employer, distribution must commence as follows:

(i) For a Participant who is a "5-percent owner" (as defined in Section 416(i)(1)(B)(i) of the Code), not later than April 1 of the calendar year following the calendar year in which the 5-percent owner attains age 70-¹/₂, regardless of whether or not the Participant has retired.

(ii) For a Participant who is not a 5-percent owner or for a terminated Participant, not later than April 1 of the calendar year following the calendar year in which the later of retirement or attainment of age 70-¹/₂ occurs.

(b) Precedence

The requirements of this Section 8.2 will take precedence over any inconsistent provisions of the Plan.

(c) Requirements of Treasury Regulations Incorporated

All distributions required under this subsection will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code.

(d) TEFRA Section 242(b)(2) Elections

Notwithstanding the other provisions of this Section 8.2, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

(e) Required Beginning Date

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(f) Death of Participant Before Distributions Begin

If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-¹/₂, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this subsection (f), other than subsection (f)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this subsection (f) and for purposes of required minimum distributions made after a Participant's death (subsections (j) and (k) below), unless subsection (f)(iv) applies, distributions are considered to begin on the Participant's required beginning date. If subsection (f)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under subsection (f)(i).

(g) Forms of Distribution

Unless the Participant's interest is distributed in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subsections (h), (i), (j) and (k) of this Section 8.2.

(h) Amount of Required Minimum Distribution For Each Distribution Calendar Year

During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) The quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) If the Participant's sole designated beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(i) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death

Required minimum distributions will be determined under subsections (h) and (i) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(j) Death On or After Date Distributions Begin

(i) Participant Survived by Designated Beneficiary

If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) No Designated Beneficiary

If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(k) Death Before Date Distributions Begin

(i) Participant Survived by Designated Beneficiary

If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in subsection (j).

(ii) No Designated Beneficiary

If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin

If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under section (f)(i), this subsection (k) will apply as if the surviving Spouse were the Participant.

(l) Designated Beneficiary

The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(m) Distribution Calendar Year

A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (f). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(n) Life Expectancy

Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(o) Participant's Account Balance

The Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

8.3 Latest Commencement of Benefits

Notwithstanding any other provision in this Plan to the contrary, unless a Participant elects otherwise, distribution of a Participant's Account must commence no later than 60 days after the close of the Plan Year in which occurs the later of (i) the date the Participant attains age 65, (ii) the tenth anniversary of the year in which the Participant commenced participating in the Plan or (iii) the date on which the Participant terminates employment.

8.4 Method of Payment

A Participant's Account balance shall be paid in a single lump sum.

8.5 Medium of Distribution

Any amount invested in Corporation Stock on the date of distribution may be distributed in cash or, at a Participant's election, in kind. If a Participant does not have an election form on file with the Plan Manager regarding the medium of distribution, the portion of the Participant's Account invested in Corporation Stock will be distributed in cash.

8.6 Payment to Minors and Incompetents

In the event any payment due under the terms of the Plan is to be made to a minor or incompetent person, such payment may be made for the person's benefit or in any of the following ways as the Plan Manager shall determine in its sole discretion: (i) directly to such minor or incompetent person; (ii) to the legally appointed guardian of such minor or incompetent person; (iii) to any person or institution maintaining such minor or incompetent person; or (iv) to another entity, such as a trust or fund, for the benefit of the minor or incompetent person.

8.7 Direct Rollover Provisions

(a) Definition of Terms Used in This Section 8.7

The following words or phrases as used herein shall have the following meanings, unless a different meaning clearly is required by the context. Otherwise, capitalized terms used in this Section 8.7 have the meanings assigned to them in Article I.

(1) "Distributee" means (i) an Employee, (ii) former Employee, (iii) an Employee's or former Employee's surviving Spouse and (iv) an Employee's or former Employees' Spouse or former Spouse who is the alternate payee under a "qualified domestic relations order," as defined in Code Section 414(p) and ERISA Section 206(d)(3)(B), are Distributees with regard to the interest of the Spouse or former Spouse.

(2) "Eligible Retirement Plan" means any of the following that accepts the Distributee's Eligible Rollover Distribution: (i) an individual retirement account described in Section 408(a) of the Code; (ii) an individual retirement annuity described in Section 408(b) of the Code; (iii) an annuity plan described in Section 403(a) of the Code; (iv) a qualified trust described in Section 401(a) of the Code; (v) an annuity contract described in Section 403(b) of the Code; and (vi) an eligible plan under Section 457(b) of the Code that is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

(3) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or

more; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; or (iii) any amount that is distributed on account of hardship. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible.

(b) Distributee's Election

Notwithstanding any other provision of the Plan, a Distributee may elect to have, at the time and in the manner prescribed by the Plan Manager, any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover. The Plan Manager may, however, in its discretion, limit a Distributee to a single direct rollover for each Eligible Rollover Distribution. Furthermore, the Plan Manager may prescribe additional procedures for a Distributee to elect a direct rollover of an Eligible Rollover Distribution.

(c) Timing of Direct Rollover

If a distribution is one to which Code Sections 401(a)(11) and 417 do not apply, such distribution may commence less than 30 days after the notice required under Treasury Regulation Section 1.411(a)-11(c), provided that (i) the Administrative Committee clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution and a particular distribution option and (ii) the Participant after receiving the notice, affirmatively elects a distribution.

ARTICLE IX
IN-SERVICE WITHDRAWALS DURING EMPLOYMENT

9.1 Regular Withdrawals

A Participant may request a regular withdrawal of amounts in the Participant's Prior Employee After-tax Contribution Account and Prior Profit Sharing Account, as long as the amounts have been held in the Plan or in a prior plan for at least two years, unless the funds were not matched by an employer, in which case they need not have been held for at least two years. Withdrawals will be deducted first from a Participant's Prior Employee After-tax Contribution Account. Requests for withdrawal must be made in accordance with procedures established by the Plan Manager. A regular withdrawal may be made only once in any 12-month period.

9.2 Hardship Withdrawals

(a) Procedures and Funds Available

Upon the application of a Participant in accordance with procedures established by the Plan Manager, the Plan Manager may authorize the Trustee to make a hardship withdrawal to a Participant if the Participant has an immediate and heavy financial need that cannot be reasonably satisfied from other resources of the Participant. The Plan Manager shall execute discretion in a uniform and nondiscriminatory manner.

Withdrawals under this Section 9.2 shall be limited to the amount held in the Participant's Employee Elective Contribution Account, Employee Catch-up Contribution Account, vested portion of the Employer Matching Contribution Account, Rollover Contribution Account, Prior Employee Pre-tax Contribution Account, ISP Matching Contribution Account, Prior Plan Account and the funds in the Participant's Prior Profit Sharing Account and Prior Employee After-tax Contribution Account to the extent they could not be withdrawn under the regular withdrawal provision described in Section 9.1 above.

(b) Events That Are Deemed To Constitute Immediate and Heavy Financial Need

For purposes of this Section, the following events will be deemed to constitute an immediate and heavy financial need:

(1) expenses for medical care (as that term is defined in Code Section 213(d)) previously incurred by the Participant, Participant's Spouse or dependent of the Participant or necessary for these persons to obtain medical care as described in Section 213(d) of the Code;

(2) payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education of a Participant, Participant's Spouse or dependent;

(3) costs directly related to the purchase of a Participant's principal residence (excluding mortgage payments); or

(4) payments necessary to prevent the Participant from being either evicted from the Participant's principal residence or having the mortgage on it foreclosed.

(c) Circumstances That Are Deemed To Illustrate a Lack of Alternative Resources

For purposes of this section, a Participant will be deemed to lack alternative resources if the Participant represents, in accordance with procedures established by the Plan Manager, that:

(1) the hardship withdrawal does not exceed the amount reasonably required to meet the financial need created by the hardship (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

(2) the Participant has exhausted all other in-service distributions from the Plan, and is precluded from receiving any further loans from the Plan because of the limits set forth in Code Section 72(p); and

(3) the need cannot be reasonably satisfied (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of the Participant's assets, (iii) by cessation of Employee Elective Contributions or (iv) by other distributions or nontaxable loans from plans maintained by the Employer or by any other Employer or by borrowing from commercial sources on reasonable terms.

(d) Cessation of Contributions

Any Participant who receives a hardship withdrawal shall be suspended from making Employee Elective Contributions and elective contributions to any other deferred compensation (whether qualified or nonqualified), stock option, stock purchase or similar plan sponsored by the Employer or Related Entity for a period of six months from the effective date of the hardship distribution. In addition, the Participant may not make Employee Elective Contributions for the taxable year immediately following the taxable year of the hardship withdrawal in excess of the limit under Code Section 402(g) for such next taxable year less the amount of such Participant's Employee Elective Contributions for the taxable year of the hardship withdrawal.

9.3 Funding of Withdrawals

Hardship withdrawals shall be deducted from the following accounts in the listed order: (i) Employee Elective Contribution Account; (ii) Prior Employee Pre-tax Contribution Account; (iii) Employee Catch-up Contribution Account; (iv) Rollover Contribution Account; (v) Prior Employee After-tax Contribution Account; (vi) Prior Plan Account; (vii) Prior Profit Sharing Account; and (viii) ISP Matching Contribution Account.

The amount withdrawn from such Account shall be charged to each Investment Fund in the same proportion that the net credit balance in the Account then the subject of withdrawal bears to the combined credit balance in all Investment Funds in which such Account is invested.

ARTICLE X
LOANS TO PARTICIPANTS

10.1 Authorization of Loans

Upon the application of a Participant who is currently employed by the Employer in accordance with the procedures established by the Plan Manager, the Plan Manager may authorize the Trustee to make a loan to the Participant, subject to the limitations set forth below. All loans shall be evidenced by documents as the Plan Manager may require. The Plan Manager shall exercise discretion in a uniform and nondiscriminatory manner.

Loans outstanding under the ISP by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan.

10.2 Loan Amount

The principal amount of a loan shall not exceed the lesser of (i) \$50,000, reduced by the excess, if any, of the highest outstanding loan balance owed by the Participant during the one-year period ending on the date before the date the loan was made, over the outstanding balance of any loan from the Plan to the Participant on the date on which such loan was made or (ii) 50 percent of the vested portion of the Participant's Account.

No loan shall be for less than \$500.

10.3 Loan Term

The term of repayment of any loan may not exceed five years, unless the loan is used to acquire any dwelling unit which is used or within a reasonable period of time is to be used (determined at the time the loan is made) as the principal residence of the Participant, in which case the term of repayment of the loan may be for as much as 15 years.

10.4 Number of Loans

A Participant may not have more than two outstanding loans at any time. All loans shall be made effective as of the day determined by the Plan Manager to be administratively practicable.

10.5 Funding of Loans

Loan amounts shall be deducted from the following accounts in the listed order: (i) Employee Elective Contribution Account; (ii) Prior Employee Pre-tax Contribution Account; (iii) Employee Catch-up Contribution Account; (iv) Rollover Contribution Account; (v) Prior Employee After-tax Contribution Account; (vi) Prior Plan Account; (vii) Prior Profit Sharing Account; (viii) ISP Matching Contribution Account; (ix) Employer Basic Contribution Account; (x) Employer Transitional Contribution Account; and (xi) Employer Matching Contribution Account.

Unless otherwise specified by a borrowing Participant, loans shall be funded by a pro rata liquidation of the borrowing Participant's interest in each of the Investment Funds.

10.6 Interest Rate

The rate of interest charged on a loan will be the prime rate of interest as announced by PNC Bank, N.A., on the last business date of the month preceding the date the Participant submits the loan application.

10.7 Repayment

The loan shall be repaid by payroll withholding over its term in level installment payments in each payroll period. As a condition precedent to approval of the loan, the Participant shall be required to authorize irrevocably payroll withholding in the amount of each installment. Notwithstanding anything herein to the contrary, no loan amount shall be permitted if the Plan Manager determines pursuant to uniform standards adopted from time to time that the borrowing Participant does not have the financial capability to repay such loan (through payroll withholding or otherwise).

Loan repayments shall be deposited in accordance with the borrowing Participant's current investment election with respect to current contributions, including any investment election required by this Plan with respect to Employer Matching Contributions.

10.8 Default

If a Participant fails to make any installment payment on the loan under this Section within 60 days after the due date, the Plan Manager shall have the discretion to accelerate repayment of the loan and demand immediate repayment of the principal and interest then due. If the Participant fails to comply with such demand within 30 days of receipt thereof, the Plan Manager shall have the discretion to reduce the vested amounts in the Participant's Account by the amount of the unpaid principal and interest to the extent permitted by law. The Plan Manager may also execute on any additional security posted by such Participant, to the extent permitted by law.

10.9 Collateral

The loan shall be secured by 50 percent of a Participant's vested Account balance. To the extent that any additional security is required, the security posted must be something in addition to and supporting the Participant's promise to pay, which is pledged to the Plan in such a manner that it may be sold, foreclosed upon or otherwise disposed of upon default, the value and liquidity of which additional security is such that it may reasonably be anticipated that loss of principal and interest will not result from the loan. The adequacy of such additional security will be determined in light of the type and amount of security which would be required in the case of an otherwise identical transaction in a normal commercial setting between unrelated parties on arm's length terms.

10.10 Termination of Employment

The outstanding balance of any loan granted to a Participant who terminates employment with the Employer for any reason shall be immediately repayable to the Plan together with interest then due. If not repaid, the outstanding balance of the loan plus interest will be deducted from the payment of a Participant's Account prior to distribution.

ARTICLE XI
ALLOCATION OF FIDUCIARY RESPONSIBILITIES AND DUTIES

11.1 Corporation

The Corporation is the Plan Administrator with the sole responsibility for administration of the Plan. With respect to administrative matters, the Corporation shall act through the Administrative Committee.

11.2 Administrative Committee

The Administrative Committee is designated as the agent of the Corporation and shall have the exclusive authority to control and manage the operations and administration of the Plan and to direct the Trustee to make disbursements from the Trust Fund as more fully set forth in Articles VIII and IX. The Administrative Committee shall provide the Trustee with such information as is necessary for the Trustee to carry out its fiduciary responsibilities under ERISA with respect to the investment and administration of the Trust Fund. The Trustee shall have no responsibility or duties for the administration of the Plan, other than as provided herein or delegated to it by the Administrative Committee and accepted by it in writing.

11.3 Trustee

The Trustee shall have the authority and discretion to manage and control the Trust Fund to the extent provided in the Trust Agreement, but does not guarantee the Trust Fund in any manner against investment loss or depreciation in asset value, or guarantee the adequacy of the Trust Fund to meet and discharge all or any liabilities of the Plan. The Trustee shall have no right or duty to require payment of any contribution, or to inquire into the amount or method of determining the amount of any contribution, and shall be accountable only for funds and property actually received by it. The Trustee shall not be liable for the making, retention or sale of any investment or reinvestment made by it, as herein provided, or for any loss to, or diminution of the Trust Fund or for any other loss or damage which may result from the discharge of its duties hereunder except to the extent it is judicially determined that the Trustee

has failed to exercise the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and like aims.

The duties and obligations of the Trustee with respect to the Trust Fund shall be limited to those expressly imposed upon it in this Plan and the Trust Agreement.

11.4 Investment Managers

The Administrative Committee, by means of a written direction executed by any member acting on behalf of a majority of the members and delivered to the Trustee, shall have the authority to direct the Trustee that a specified amount or portion of the Trust shall not be subject to the investment management of the Trustee, but shall instead be administered by an investment manager in accordance with the written investment directions of such designated investment manager or the Administrative Committee. The Administrative Committee may appoint as an investment manager any entity described in ERISA Section 3(38).

To the extent that investments are so directed, the entity giving such directions shall be a named fiduciary acting in the capacity of an investment manager within the meaning of Sections 402(c)(3) and 403(a) of ERISA, and the Trustee shall have no greater liability or responsibility with respect to such investments than it would have if the entity giving such directions were an investment manager. Upon receipt of a written direction from an entity authorized to give such a direction, the Trustee shall follow the instruction for the acquisition or disposition of the investment assets specified therein, or the segregation and management or investment delegation of the portion of the Trust specified therein, but such instructions shall not have the effect of requiring the Trustee to violate any law or regulation governing the acquisition or disposition of such investment assets or the segregation and management or investment delegation relating to such portion of the Trust. Securities or other investment assets may be purchased or sold by orders placed directly with brokers by any entity designated by the Administrative Committee as having such authority, and all such purchases or sales shall be executed as though made by the Trustee pursuant to instructions from such entity.

With regard to any investments which are so directed, the Trustee shall have no right or duty to: (i) question any instructions received from any entity authorized to give such directions, (ii) review any investments held in the Trust at the direction of such an entity, nor (iii) make any recommendations whatsoever to the Administrative Committee or any such other entity regarding retention or sale or any other matter relating to such investments. The Trustee shall not be liable to any person for any action resulting from compliance with the instructions of the Administrative Committee or of any entity designated by the Administrative Committee to give such instructions, and the Trustee shall be indemnified and saved harmless by the Employers from and against any and all liability to which the Trustee may be subjected by reason of any such act or failure of the Administrative Committee or any such other entity to act, including all expenses reasonably incurred in its defense.

11.5 No Joint Fiduciary Responsibilities

The Plan and the Trust Agreement are intended to allocate to each named fiduciary the individual responsibility for the prudent execution of the functions assigned to the fiduciary, and none of such responsibilities or any other responsibility shall be shared by two or more of such named fiduciaries unless such sharing shall be provided by a specific provision of the Plan or Trust Agreement. Whenever one named fiduciary is required by the Plan or Trust Agreement to follow the directions of another named fiduciary, the two named fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the named fiduciary giving the directions shall be deemed that fiduciary's sole responsibility, and the responsibility of the named fiduciary receiving those directions shall be to follow them insofar as such instructions are on their face proper under applicable law.

ARTICLE XII
ADMINISTRATION OF PLAN

12.1 Administrative Committee

The general administration of the Plan and the responsibility for carrying out the provisions of the Plan shall be placed with the Administrative Committee. The Administrative Committee shall consist of no less than three persons appointed by the Chief Executive Officer of the Corporation. Vacancies thereon shall be filled in the same manner as appointments. Each person appointed as a member of the Administrative Committee shall signify the person's acceptance by filing a written acceptance with the secretary of the Administrative Committee. The Administrative Committee as a whole or any of its members may serve in more than one fiduciary capacity with respect to the Plan.

12.2 Duties and Powers

The Administrative Committee or its delegate shall keep such records as are necessary for the efficient operation of the Plan or as may be required by law and shall provide for the preparation and filing of such forms or reports as may be required to be filed with any governmental agency or department and with the Participants or Beneficiaries. The Administrative Committee shall have all powers necessary to carry out the provisions of the Plan and to satisfy the requirements of any applicable law. The powers shall include, by way of illustration and not limitation, discretionary authority to: (i) construe and interpret the Plan in accordance with uniform rules and regulations; (ii) determine questions of fact, law and mixed questions of fact and law; (iii) determine the eligibility of any person to participate in the Plan, the right of any person to benefits and the amount, manner and time of payment of any benefit, in accordance with the provisions of the Plan; (iv) prescribe procedures to be followed by Participants in filing applications for benefits, making elections and designating Beneficiaries; (v) issue directions to the Trustee in connection with all matters within its discretion and in accordance with the terms of the Plan; (vi) prepare and furnish to Employees, Participants, Beneficiaries and governmental agencies, all descriptions, reports, forms or other documents required to be furnished or filed under ERISA, the Code or

regulations promulgated thereunder; (vii) appoint and retain individuals to assist in the administration of the Plan, including such legal, clerical, accounting and actuarial service as it may require or as may be required by any applicable law or laws; and (viii) require from Employees, Employers, Participants and Beneficiaries such information as shall be necessary for the proper administration of the Plan.

12.3 Plan Manager

The Administrative Committee may designate a person or persons, who may or may not be members of the Administrative Committee, to be the Plan Manager. The Plan Manager shall be responsible for the day-to-day administration of the Plan and for such other duties and responsibilities as are delegated by the Administrative Committee. In addition to the duties specified elsewhere in this document, the Plan Manager shall (i) be responsible for establishing and communicating to the Participants and Beneficiaries the procedures for filing claims for benefits, (ii) maintain and update from time to time the annexes to the Plan, (iii) determine and record, in the case of plans merged into this Plan, the Accounts in which a Participant's prior plan accounts are merged and (iv) issue directions to the Trustee in connection with all matters within its discretion and in accordance with the terms of the plan.

12.4 Standard of Conduct

The Administrative Committee and its delegates shall discharge their duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and shall do so with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The Administrative Committee shall at all times act in accordance with the Plan documents and any applicable law.

12.5 Delegation

The Administrative Committee shall elect a chair from among its members and a secretary who may, but need not, be a member. Among their other duties, the chair shall cause to be kept and the secretary shall keep a written record of all meetings and actions taken by the Administrative Committee. The Administrative Committee may appoint such subcommittees with such powers as it shall determine and may authorize one or more of its members or any agent to execute and/or deliver any instrument or make any payment on its behalf.

12.6 Meetings

The Administrative Committee shall hold meetings upon such notice, at such place and at such times as it may decide, provided that a meeting shall be held at least once each Plan Year. A meeting may be held in any manner as may be determined by the Administrative Committee, but in any event, where not all members are present, the actions of the Administrative Committee shall be reduced to writing and sent to all members. A majority of the Administrative Committee shall constitute at least one-half of the appointed members of the Administrative Committee, and any action that the Plan authorizes or requires the Administrative Committee to take shall require the written approval or affirmative vote of a majority of its then members, but not less than two, unless authority to take such action has been delegated or allocated as provided herein. A dissenting member must register dissent with the member's reasons for dissenting in writing delivered to the other members and the Employer within seven days after the member has knowledge of any action or failure to act by the majority or a delegate shall not be responsible for any such action or failure to act.

12.7 Rules and Decisions

The Administrative Committee shall endeavor to act by general rules so as not to discriminate in favor of any person and may from time to time adopt such rules and regulations for the administration of the Plan and the transaction of its business as the Administrative Committee shall determine to be necessary to fulfill its duties and obligations or as may be required by law. Subject to the provisions of this Plan relating to appeal procedure, the decisions and records of the Administrative Committee shall be conclusive and binding upon the Employer, Participants and Beneficiaries.

12.8 Compensation and Payment of Expenses

Unless otherwise determined by the Corporation, the members of the Administrative Committee shall serve without compensation for services as such but all administrative costs and expenses of the Plan, including the expenses of the Administrative Committee, shall be paid by the Trust to the extent not paid by the Corporation or may be reimbursed to the Corporation to the extent so paid by the Corporation. Such expenses shall include any expenses incident to the functioning of the Administrative Committee, including, but not limited to, fees of accountants, counsel and other specialists, and other costs of administering the Plan.

12.9 Insurance

The Employer shall indemnify or provide and maintain appropriate insurance coverage for the Employer and the Administrative Committee, its members, and its delegates, including the Plan Manager, and appointees (other than persons who are independent of the Employer and are rendering services to the Plan for a fee) from any claim, loss, damage, liability and expense (including reasonable attorneys' fees) arising by reason of their acts or failure to act concerning this Plan, except where such acts or failure to act involves any willful misconduct or gross negligence.

12.10 Resignation and Removal

Any member of the Administrative Committee may resign by giving 30 days written notice to the Chief Executive Officer of the Corporation and secretary of the Administrative Committee. Any member of the Administrative Committee may be removed by the Chief Executive Officer and such removal shall be effective at such time as is provided in the written notice from the Chief Executive Officer. Vacancies in the Administrative Committee arising by resignation, removal, death or otherwise will be filled by the Chief

Executive Officer. The Administrative Committee shall remain fully operative pending the filling of any vacancy, and the remaining members of the Administrative Committee shall retain the authority necessary to carry out their duties under the Plan.

12.11 Disqualification

Neither the Plan Manager nor any member of the Administrative Committee shall participate in the consideration of any matter or question under the Plan that specifically relates to the Plan Manager or Administrative Committee member or to any other persons entitled to benefit payments because of such Plan Manager's or Administrative Committee member's participation under the Plan.

12.12 Claims Procedure

(a) Claim for Benefits

A claim for benefits is a request for a Plan benefit or benefits submitted by a claimant in writing to the Plan Manager.

(b) Timing of Notification of Benefit Determination

The Plan Manager shall notify the claimant of an adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the Plan Manager determines that special circumstances require an extension of time for processing the claim. If the Plan Manager determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant within the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with Plan procedures, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

(c) Manner and Content of Benefit Determinations

The Plan Manager shall provide a claimant with written or electronic notification of any adverse benefit determination. The notification shall set forth, in a manner calculated to be understood by the claimant: (i) the specific reason or reasons for the adverse determination; (ii) reference to the specific Plan provisions on which the determination is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

(d) Appeal of Adverse Benefit Determination

A claimant may submit a request for review of an adverse benefit determination to the Administrative Committee. In order to provide a claimant with the opportunity for a full and fair review of a claim and adverse benefit determination: (i) a claimant has at least 60 days following receipt of a notification of an adverse benefit determination within which to appeal the determination; (ii) a claimant may submit written comments, documents, records and other information relating to the claim for benefits; (iii) a claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and (iv) the review will take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(e) Timing of Notification of Benefit Determination on Review

The Administrative Committee shall notify a claimant of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's request for review by the Plan, unless the Committee determines that special circumstances (such as the need to hold a hearing) require an extension of time for processing the claim. If the Committee determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the Plan procedures, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing.

(f) Manner and Content of Notification of Benefit Determination on Review

The Administrative Committee shall provide a claimant with written or electronic notification of a Plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant: (i) the specific reason or reasons for the adverse determination; (ii) reference to the specific Plan provisions on which the benefit determination is based; (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and (iv) a statement of the claimant's right to bring an action under section 502(a) of ERISA.

In the case of an adverse benefit determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described above, as appropriate.

(g) Exhaustion of Remedies: Waiver

No legal action with respect to a claim for benefits under the Plan shall be instituted unless the claimant shall have first exhausted the claims procedure set forth in this Section 12.12, except as provided in Section 12.12(h) below. If a Participant or Beneficiary fails to file a claim or request for review in the manner specified herein, such claim or request shall be waived, and the Participant or Beneficiary will be barred from reasserting the claim.

(h) Failure of Plan to Follow Claims Procedures

In the case of the failure of the Plan to follow the claims procedures, the claimant shall be deemed to have exhausted the administrative remedies under the Plan and shall be entitled to pursue any available remedies under section 502(a) of ERISA.

ARTICLE XIII
PARTICIPATING EMPLOYERS

13.1 Adoption of Plan by Participating Employers

The Corporation may from time to time consent to the participation in this Plan and in the Trust by any of its subsidiaries or affiliates. The Corporation may require, as a condition of the joining of the Plan by any such entity, that such entity take such action as is necessary to consolidate with the Trust Fund the funds applicable to any tax-qualified defined contribution plan which such entity maintains, and to that end may adopt a supplement or supplements to this Plan setting forth special rules as to the interests of persons covered by such other plan.

13.2 Actions by Subsidiaries or Affiliates

Any such subsidiary or affiliate so participating hereunder shall become a party to the Plan and to the Trust and become a Participating Employer hereunder when the Board approves such participation. Any such Participating Employer shall contribute its allocable share to the cost of maintaining and administering the Plan so long as it remains a party to the Plan and Trust.

13.3 Corporation Amends on Behalf of All Employers

The Corporation shall have the right to amend the Plan and Trust on behalf of all Employers.

13.4 Any Employer May Terminate

The right is reserved by each Employer to terminate the Plan with respect to Participants who are employed by it. In the event the Plan should terminate with respect to one Employer hereunder, the Administrative Committee shall cause an accounting to be made as to the portion of the Trust Fund applicable to Participants who are employed by the Employer terminating its participation. The portion so determined shall be allocated to such Participants of the terminating Employer and those deriving benefits through such Participants.

ARTICLE XIV
AMENDMENT, MERGER AND TERMINATION

14.1 Amendment

The Corporation, acting through its Board or a delegate of the Board, reserves the right at any time and from time to time, to modify or amend in whole or in part, any or all of the provisions of the Plan, and to give such amendment retroactive or prospective effect, including amendments adjusting Participants' Accounts to comply with subsequent changes in the applicable law and regulations in order to retain the approval of this Plan by the Internal Revenue Service as a qualified profit sharing plan. Such amendments or modifications may and shall be retroactive to such date as may be necessary to accomplish their intended purpose. Also, no modification or amendment shall make it possible for any part of the corpus or income of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries. No amendment which affects the rights, duties, or responsibilities of the Trustee may be made without the Trustee's written consent. No amendment to the Plan shall decrease a Participant's accrued benefit.

14.2 Merger and Consolidation of Plan; Transfer of Plan Assets

In the event of any merger or consolidation with or transfer of assets and liabilities to any other Plan, provision shall be made so that the benefit payable to each Participant in the Plan as if the Plan were terminated immediately after such action, would be equal to, or greater than, the benefit that the Participant would have been entitled to receive if the Plan had been terminated immediately prior to such action. In the event of a corporate transaction which results in the merger of all or a portion of the Plan assets, the Administrative Committee may, in its sole discretion, establish such rules and procedures it deems necessary to effectuate such merger or transfer. This may include but is not limited to giving the Participant the option of liquidating into cash all or a portion of the Corporation Stock in the Participant's Account prior to such merger or transfer.

14.3 Discontinuance of Contributions and Termination of Plan

Any Employer shall have the right at any time to discontinue its contributions hereunder, and withdraw from further participation in the Plan. The Corporation acting through the Board shall have the right at any time to completely discontinue further contributions hereunder and to terminate the Plan by delivering to the Trustee and the Administrative Committee written notice of such discontinuance or termination. Any such suspension of contributions shall not constitute a discontinuance of the Plan. If, however, the Internal Revenue Service determines that any prolonged suspension has ripened into a discontinuance of contributions, the discontinuance shall be effective no later than the closing day of the fiscal year following the last year a substantial contribution was made.

ARTICLE XV
MISCELLANEOUS

15.1 Exclusive Benefit of Participants and Beneficiaries

(a) General Rule

All assets of the Trust shall be retained for the exclusive benefit of Participants, former Participants, and their Beneficiaries, and shall be used only to pay benefits to such persons or to pay the fees and expenses of the Trust. The assets of the Trust shall not revert to the benefit of the Employer, except as otherwise specifically provided in Section 15.1(b).

(b) Conditions on Contributions

To the extent permitted or required by ERISA and the Code, contributions to the Trust under this Plan are subject to the following conditions:

- (1) If a contribution or any part thereof is made to the Trust by the Employer under a mistake of fact, such contribution or part thereof may be returned to the Employer within one year after the date the contribution was made.
- (2) Contributions to the Trust are specifically conditioned on the original and continuing qualification of the Plan under Section 401 of the Code, and in the event the Plan is determined not to meet the qualification requirements of Section 401 of the Code, contributions made in respect of any period for which such requirements are not met shall be returned to the Employer, provided the Employer requests the return within one year after the Plan is determined not to meet such requirements.
- (3) Contributions to the Trust are specifically conditioned on their deductibility under Section 404 of the Code, and to the extent a deduction is disallowed for any such contribution, the amount determined pursuant to the following paragraph may be returned to the Employer, provided the Employer requests the return within one year after the date of the disallowance of the deduction.

(4) The return of a contribution to an Employer pursuant to subparagraphs (1) or (3) of Section 15.1(b) above must satisfy each of the following conditions:

(A) The amount of such contribution which may be so returned shall not be greater than the excess of the amount contributed over the amount that would have been contributed had there been no mistake in determining the deduction or had there been no mistake of fact, as the case may be.

(B) The amount of such contribution which may be so returned shall not be increased by earnings attributable to the investment or reinvestment of such contribution in the Trust, but shall be reduced by losses attributable to the investment or reinvestment of such contribution in the Trust.

(C) The return of such contribution shall not reduce the balance in any Participant's Account to less than the balance which would have been in that Account if the returned contribution had not been contributed.

15.2 Employment Rights

Neither the establishment of the Plan and the Trust hereby created nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits shall be construed as giving any Participant or Beneficiary any legal or equitable right against any Employer or the Trustee except as expressly herein provided, or as may be conferred upon the Participant or Beneficiary expressly by statute; nor, similarly, shall such establishment be deemed to give any Participant any right to inspect any of the books, Accounts, records or balance sheets of any Employer or all of them. In no event shall the terms of this Plan be interpreted as giving any Employee the right to be retained in the service of the Employer, and all Employees shall remain subject to discharge to the same extent as if this Plan had never been executed.

15.3 Spendthrift Clause

Except as otherwise provided in Article X regarding Plan loans, the interests of Participants and their Beneficiaries under the Plan are not in any way subject to their debts or other obligations and may not be voluntarily or involuntarily sold, transferred, alienated or assigned, except to the extent permitted by law.

Notwithstanding the preceding sentence, the Plan will recognize any qualified domestic relations order as defined in Section 414(p) of the Code and Section 206(d)(3)(B) of ERISA. The Administrative Committee will follow the procedures set forth in those Sections for determining the qualified status of a domestic relations order and will establish such other practices and procedures as may be administratively necessary to comply with such order. The Administrative Committee may authorize an immediate distribution to an alternate payee under a qualified domestic relations order even if the Participant could not have been entitled to such an immediate distribution.

15.4 Employer's Successor

In the event of the merger or consolidation of the Employer or other circumstances whereby a successor entity shall continue to carry on all or a substantial part of its business, and such successor shall elect to carry on the provisions of the Plan as herein provided, such successor shall be substituted upon the filing in writing of its election to do so with the Trustee and approval of such election by the Board.

15.5 Legal Actions

In any action or proceeding involving any assets constituting part or all of the Trust, or the administration thereof, the Corporation, the Administrative Committee, and the Trustee shall be the only necessary parties and no Participants or Beneficiaries or any other persons having or claiming to have an interest in the Trust Fund or under the Plan shall be entitled to any notice of process.

15.6 Power to Interplead

In any action either at law or equity involving a Participant and the Participant's interest under the Plan or its operation, but in which the Trustee or the Employer are not directly a party litigant or necessary party, upon court approval or order, the Employer may direct the Trustee to pay over to any court or those persons designated by the court all sums or property subject to such litigation. Upon such payment neither the Trustee nor the Employer shall be liable or accountable for such payment.

15.7 Unclaimed Amounts

It shall be the sole duty and responsibility of a retired or terminated Participant or a Beneficiary to keep the Trustee and the Employer apprised of that person's whereabouts and current address. If any benefit to be paid under this Plan cannot be distributed because of the Employer's and Trustee's inability, after a reasonable search, to locate a particular Participant or Beneficiary legally entitled to such benefit, it shall remain in the Plan and shall be invested in such Investment Fund as the Administrative Committee or the Plan Manager may designate from time to time. The unclaimed amount shall be subject to such other distribution as may be required or permitted by law.

15.8 Construction of Plan

This Plan shall be construed and administered according to the laws of the Commonwealth of Pennsylvania, to the extent not preempted by federal law. Whenever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply. Headings of Articles and Sections of this instrument are inserted for convenience of reference. They constitute no part of the Plan and are not to be considered in the construction hereof.

15.9 USERRA and Code Section 414(u) Compliance

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). In addition, loan repayments will be suspended under this Plan as permitted under Code Section 414(u).

ARTICLE XVI
TOP HEAVY PROVISIONS

16.1 Definitions of Terms Used in This Article XVI

The following word or phrases as used herein shall have the following meanings, unless a different meaning clearly is required by the context. Otherwise, capitalized terms used in this Article XVI have the meanings assigned them in Article I.

(a) "Aggregation Group" means the Mandatory Aggregation Group unless the Permissive Aggregation Group is elected by the Corporation, in which case it shall mean the Permissive Aggregation Group.

(b) "Determination Date" means the last day of the Plan Year. The Determination Date also is the valuation date for purposes of this Article XVI, as the last day of the Plan Year is the most recent valuation date within a 12-month period ending on the Determination Date.

(c) "Key Employee" means an employee who, at any time during the Plan Year or any of the four preceding Plan Years is:

(1) an officer of the Corporation or a Related Entity having annual compensation greater than 50 percent of the amount in effect under Code Section 415(b)(1)(A) for such Plan Year. The number and identity of persons to be considered officers in any Plan Year shall be determined by the Administrative Committee pursuant to the provisions of Code Section 416(i) and the Treasury Regulations thereunder;

(2) one of the ten employees having annual compensation of more than the limitation in effect under Code Section 415(c)(1)(A) for such Plan Year and owning (or considered as owning within the meaning of Code Section 318) the largest interests in the Corporation and all Related Entities (aggregated);

(3) a five percent owner of the Corporation; or

(4) a one percent owner of the Corporation having annual compensation of more than \$150,000.

(d) “Key Employee Ratio” means the ratio for any Plan Year calculated as of the Determination Date with respect to such Plan Year, determined by dividing the amount described in subparagraph (1) of this Section by the amount described in subparagraph (2) of this Section.

(1) The amount described in this subparagraph (1) is the excess of the sum of subparagraphs (A) through (C) over subparagraph (D).

(A) The aggregate of the present value of all accrued benefits of Key Employees under all qualified defined benefit plans included in the Aggregation Group.

(B) The aggregate of the balances in all of the accounts standing to the credit of Key Employees under all qualified defined contribution plans included in the Aggregation Group.

(C) The aggregate amount distributed from all qualified plans in such Aggregation Group to or on behalf of any Key Employee during the period of five Plan Years ending on the Determination Date.

(D) Any rollover contributions (or similar transfers) to the Plan initiated by any Key Employee and made after December 31, 1983.

(2) The amount described in this subparagraph (2) is the excess of the sum of subparagraphs (A) through (C) over subparagraph (D).

(A) The aggregate of the present value of all accrued benefits of all Participants under all qualified defined benefit plans included in the Aggregation Group.

(B) The aggregate of the balances in all of the accounts standing to the credit of all Participants under all qualified defined contribution plans included in the Aggregation Group.

(C) The aggregate amount distributed from all plans in such Aggregation Group to or on behalf of any Participant during the period of five Plan Years ending on the Determination Date.

(D) All rollover contributions (or similar transfers) to a plan initiated by any Participant and made after December 31, 1983, and any amount on account of a person who is a Non-key Employee for a Plan Year but for a prior Plan Year was a Key Employee of the Employer.

(e) “Mandatory Aggregation Group” means the group of qualified plans sponsored by the Corporation or by a Related Entity formed by including in such group (i) all such plans in which a Key Employee is a Participant and (ii) all such plans which enable any plan described in clause (i) to meet the requirements of Code Sections 401(a)(4) and 410.

(f) “Non-key Employee” means any person who is employed by the Corporation or a Related Entity, but who is not a Key Employee as to that Plan Year.

(g) “Permissive Aggregation Group” means the group of qualified plans sponsored by the Corporation or by a Related Entity formed by including in such group (i) all plans in the Mandatory Aggregation Group and (ii) such other qualified plans sponsored by the Corporation or a Related Entity as the Corporation elects to include in such group, as long as the group, including those plans electively included, continues to meet the requirements of Code Sections 401(a)(4) and 410.

(h) “Compensation” as used in this Article XVI means an employee’s W-2 compensation for the calendar year that ends within the applicable Plan Year. However, for purposes of determining whether an employee is a Key Employee, the compensation to be used is W-2 compensation but including Employer contributions made pursuant to a salary reduction arrangement.

16.2 Determination of Top Heavy and Super Top Heavy Status

This Plan shall be deemed “top heavy” as to any Plan Year if, as of the last day of the preceding Plan Year, any of the following conditions are met:

- (a) The Plan is not part of an Aggregation Group and the Key Employee Ratio under the Plan exceeds 60 percent.
- (b) The Plan is part of an Aggregation Group, there is no Permissive Aggregation Group of which the Plan is a part, and the Key Employee Ratio of the Mandatory Aggregation Group of which the Plan is a part exceeds 60 percent.
- (c) The Plan is part of an Aggregation Group, there is a Permissive Aggregation Group of which the Plan is a part, and the Key Employee Ratio of the Permissive Aggregation Group of which the Plan is a part exceeds 60 percent.

16.3 Right to Participate in Allocation of Employer’s Contributions

(a) General Rule

Notwithstanding any provision of this Plan to the contrary, any person who was eligible to be a Participant at any time during a Plan Year in which this Plan was top heavy shall share in the allocation provided for in Article III of this Plan for such Plan Year if that person remained in the employ of the Corporation or a Related Entity through the end of the Plan Year with respect to which such allocation applies.

(b) Exceptions to the General Rule

The provisions of Section 16.3(a) above shall not apply to any Participant for a Plan Year if, with respect to that Plan Year:

(1) such Participant was an active participant in a qualified defined benefit pension plan sponsored by the Corporation or by a Related Entity under which plan the Participant's accrued benefit is not less than the minimum accrued pension benefit that would be required under Section 416(c)(1) of the Code, treating such defined benefit pension plan as a top heavy and treating all such defined benefit pension plans as top heavy and treating all such defined benefit pension plans as constitute an Aggregation Group as a single plan; or

(2) such Participant was an active participant in a qualified defined contribution plan sponsored by the Corporation or by a Related Entity under which plan the amount of the Employer's contribution allocable to the Account of the Participant for the accrual computation period of such plan ending with or within the Plan Year, exclusive of amounts by which the Participant's compensation was reduced pursuant to a salary reduction agreement or similar arrangement, is not less than the contribution allocation that would be required under Code Section 416(c)(2) under this Plan.

16.4 Minimum Employer Contribution Allocation

The allocation made under Article III of this Plan to the Account of each Participant who is a Non-key Employee for any Plan Year including a Plan Year in which this Plan is top heavy Plan or a super top heavy Plan shall be not less than the lesser of (i) three percent of the annual compensation of each such Participant for such Plan Year or (ii) the percentage of annual compensation so allocated under Article III (together with amounts so allocated as a result of a cash or deferred election) to the Account of the Key Employee for whom such percentage is the highest for such Plan Year.

If any person who is a Participant in the Plan is a participant under any top heavy defined benefit pension plan qualified under Section 401(a) of the Code sponsored by the Corporation or a Related Entity, there shall be substituted "five percent" for "three percent" in this Section 16.4 of Article XVI.

For the purposes of determining whether or not the provisions of this Section 16.4 have been satisfied, (i) contributions or benefits under Chapter 2 of the Code (relating to tax on self-employment income), Chapter 21 of the Code (relating to Federal Insurance Contributions Act), Title II of the Social Security Act, or any other federal or state law are disregarded, (ii) all defined contribution plans in the Aggregation Group shall be treated as a single plan and (iii) contributions allocable to the Account of the Participant under any other qualified defined contribution plan that is part of the Aggregation Group shall be deemed to be contributions made under this Plan, and, to the extent thereof, no duplication of such contributions shall be required hereunder solely by reason of this Section 16.4.

This Section 16.4 shall not apply in any Plan Year in which the Plan is part of an Aggregation Group containing a defined benefit pension plan (or a combination of such defined benefit pension plans) if the Plan enables a defined benefit pension plan required to be included in such Aggregation Group to satisfy the requirements of either Section 401(a)(4) or 410 of the Code.

16.5 Modification of Top Heavy Rules

The top heavy requirements of Section 416 of the Code and of Article XVI of the Plan shall not apply in any year in which the Plan consists solely of a cash or deferred arrangement that meets the requirements of Section 401(k)(12) of the Code and matching contributions with respect to which the requirements of Section 401(m)(11) of the Code are met.

ARTICLE XVII
EMPLOYEE STOCK OWNERSHIP PLAN

17.1 Definitions of Terms Used in This Article XVII

The following word or phrases as used herein shall have the following meanings, unless a different meaning clearly is required by the context. Otherwise, capitalized terms used in this Article XVII have the meanings assigned to them in Article I.

(a) "ESOP" means and is designated as the part of the Plan through which Employer Matching Contributions in Corporation Stock shall be made and any part of the Plan invested at any time in Corporation Stock.

(b) "Loan" means any loan to the Trustee made or guaranteed by a disqualified person (within the meaning of Section 4975(e)(2) of the Code) for the purpose of permitting the Trustee to finance or refinance the purchase of Corporation Stock, including, but not limited to, a direct loan or cash, a purchase-money transaction, an assumption of an obligation of the Trustee, an unsecured guarantee or the use of assets of a disqualified person (within the meaning of Section 4975(e)(2) of the Code) as collateral for a loan.

(c) "Participating Employer Contribution" means a contribution of Corporation Stock or cash by a Participating Employer to the ESOP.

17.2 Effective Date of ESOP

The effective date of the ESOP created by this Article XVII is July 1, 2004.

17.3 Participating Employer Contributions

(a) Timing of Participating Employer Contributions

Each Participating Employer may make discretionary Participating Employer Contributions to the ESOP in cash or Corporation Stock at such times and in such amounts as the board of directors of each Participating Employer shall determine.

In the event that a Loan is made to the Trustee, each Participating Employer shall make Participating Employer Contributions to the ESOP in cash in such amounts and at such times as will enable the Trustee to pay principal and/or interest on any such Loans as they are due, but only to the extent the principal and interest on any such Loan is not paid by means of a dividend on Corporation Stock held as collateral for such Loan.

(b) Deductibility

All Participating Employer Contributions to the Trust are conditioned on the deductibility of such contributions, and no Participating Employer Contribution shall be made in excess of the maximum amount allowable as a deduction for federal income tax purposes.

(c) Participating Employer Loan to ESOP

In the event that deductible Participating Employer Contributions are insufficient to enable the Trustee to pay principal and interest on such Loan as it is due and not paid by means of a dividend on Corporation Stock held as collateral for such Loan, then upon the Trustee's request the Participating Employer shall make a Loan to the ESOP, as described in Treasury Regulation Section 54.4975-7(b)(4)(iii), in sufficient amounts to meet such principal and interest payments. The new Loan shall also meet all requirements of an "exempt loan" within the meaning of Treasury Regulation Section 54.4975-7(b)(1)(iii). Corporation Stock released from the pledge of the prior Loan as a result of the payment of principal and interest with the proceeds of a new Loan shall be pledged as collateral to secure the new Loan. Such Corporation Stock will be released from this new pledge and allocated to the Accounts of the Participants in accordance with applicable provisions of the ESOP.

17.4 Participant Contributions

No Participant shall be required or permitted to make contributions to the ESOP.

17.5 Investment of ESOP Assets

Assets held under the ESOP will be invested in Corporation Stock , subject to the special election for Participants attaining age 50 contained in Section 6.1 of the Plan.

17.6 Purchases of Corporation Stock

All purchases of Corporation Stock by the Trustee will be made at a price that does not exceed the fair market value of such Corporation Stock. The determination of fair market value of Corporation Stock for all purposes under the Plan shall be made by the Trustee based upon (i) the public sale price on the New York Stock Exchange at the time of purchase or (ii) if the purchase occurs at a time when the New York Stock Exchange is closed, the closing price on the New York Stock Exchange on the prior trading day.

17.7 Sales of Corporation Stock

The Trustee may sell or resell shares of Corporation Stock to any person, including the Corporation, provided that such sales will be made at not less than the fair market value as determined under Section 17.6, and no commission will be charged. Any such sale shall be made in conformance with Section 408(e) of ERISA. All sales proceeds of allocated Corporation Stock will be credited to the Accounts of the Participants on whose behalf such sales were made and shall be distributed in accordance with this Plan.

17.8 Exempt Loans

(a) Terms of Loans

Any Loan obtained by the Trustee shall meet all requirements necessary to constitute an “exempt loan” within the meaning of Treasury Regulation Section 54.4975-7(b)(7) and shall be used primarily for the benefit of the Participants and their Beneficiaries. The proceeds of any Loan shall be used, within a reasonable time after the Loan is obtained, only to purchase Corporation Stock, repay the Loan and/or repay any prior Loan. The number of years to maturity under the Loan must be definitely ascertainable at all times. Any Loan shall provide for no more than a reasonable rate of interest, as determined under Treasury Regulation Section 54.4975-7(b)(7). Any Loan must be without recourse against the ESOP assets other than Corporation Stock acquired with the proceeds of the Loan and shares of Corporation Stock that were used as collateral on a prior Loan repaid with the proceeds of the current Loan.

(b) Release of Pledged Stock from Suspense Account

The Corporation Stock pledged under Section 17.8(a) above, shall be placed in a suspense account. Shares so pledged may be released monthly in advance of actual payment on the Loan; provided, however, that in no event will the release of shares for a Plan Year be (i) less than the amount provided under the general rule or special rule below, as the case may be, or (ii) in an amount in excess of the Participating Employers’ Matching Contributions.

Except as provided in subparagraph (3) of this Section 17.8(b), once the Administrative Committee has selected either the general rule or special rule, that rule shall be used exclusively for the release of pledged shares of Corporation Stock acquired with the proceeds of that particular Loan.

(1) General Rule

For each Plan Year during the duration of the Loan, the Administrative Committee shall withdraw from the suspense account a number of shares of Corporation Stock equal to the total number of shares held in the suspense account immediately prior to the withdrawal multiplied by a fraction (i) the numerator of which is the amount of principal and interest paid for the Plan Year and (ii) the denominator of which is the sum of the numerator plus the principal and interest to be paid for all future years.

(2) Special Rule

(A) For each Plan Year, the Administrative Committee shall withdraw from the suspense account a number of shares of Corporation Stock equal to the total number of such shares held in the suspense account immediately prior to the withdrawal multiplied by a fraction (i) the numerator of which is the amount of principal paid for the Plan Year and (ii) the denominator of which is the sum of the numerator plus the principal to be paid for all future Plan Years.

(B) The Administrative Committee may select the special rule only if (I) the Loan provides for annual payments of principal and interest at a cumulative rate that is not less rapid at any time than level annual payments of such amounts for ten years, (II) the interest included in any payment is disregarded only to the extent that it would be determined to be interest under standard loan amortization tables and (III) by reason of a renewal, extension or refinancing, the sum of the expired duration of the original Loan, any renewal period, any extension period and the duration of any new Loan does not exceed ten years.

(3) In determining the number of shares to be released for any Plan Year under either the general rule or special rule:

(A) the number of future years under the Loan must be definitely ascertainable and must be determined without taking into account any possible extensions or renewal periods;

(B) if the Loan provides for a variable interest rate, the interest to be paid for all future Plan Years must be computed by using the interest rate applicable as of the end of the Plan Year for which the determination is being made; and

(C) if the Corporation Stock allocated to the suspense account includes more than one class of shares, the number of shares of each class to be withdrawn for a Plan Year from the suspense account must be determined by applying the applicable fraction provided for above to each such class.

(b) Payments of Principal and Interest

Payments of principal and interest on any such Loan during a Plan Year shall be made by the Trustee only from (i) any dividends attributable to Corporation Stock given as collateral for a Loan, (ii) Participating Employer Contributions and earnings from such Participating Employer Contributions made to the ESOP to meet the Plan's obligation under a Loan and (iii) the proceeds of a subsequent Loan made to repay a prior Loan. Such Participating Employer Contributions and earnings must be accounted for separately by the Plan until the Loan is repaid.

(c) Restriction on ESOP Shares

Notwithstanding any amendment to or termination of the ESOP which causes it to cease to qualify as a leveraged employee stock ownership plan within the meaning of Section 4975(e)(7) of the Code, no share of Corporation Stock acquired with the proceeds of a Loan obtained by the Trust to purchase Corporation Stock may be subject to a put, call, or other option, or buy-sell or similar arrangement while such shares are held by and when distributed from the ESOP.

17.9 Allocations to Participants' Accounts

(a) Corporation Stock

The Employer Matching Contribution Account maintained for each Participant will be credited with the Participant's allocated share as determined under Section 17.10 of Corporation Stock (including fractional shares) purchased and paid for by the ESOP or contributed in kind to the ESOP and with any dividends on Corporation Stock allocated to the Participant's Employer Matching Contribution Account, except as described in Section 7.14. Corporation Stock acquired by the Trustee with the proceeds of a Loan shall be allocated in accordance with Section 17.10 to the Matching Contribution Accounts of Participants as the Corporation Stock is released from suspense accounts as provided in Section 17.8(b); provided, however, that no portion of the ESOP assets attributable to (or allocable in lieu of) Corporation Stock acquired in a sale to which Code Sections 1042 or 2057 apply may be allocated to the Accounts of any Participant who owns (after application of Code Section 318(a) without regard to the employee trust exception contained in Code Section 318(a)(2)(B)(i)) more than 25 percent of the voting control or value of any class of stock of any Related Entity at any time during the one-year period ending on the date of such sale or on the date when the allocation of such Corporation Stock otherwise would occur.

In addition, during the "nonallocation period," no portion of the ESOP assets attributable to (or allocable in lieu of) Corporation Stock so acquired may be allocated to the Accounts of (i) the selling shareholder or (ii) any individual who is "related" (within the meaning of Code section 267(b)) to the selling shareholder. The "nonallocation period" is the ten year period beginning on the later of (a) the date of such sale or (b) the date of the allocation of Corporation Stock so acquired attributable to the final payment of a Loan, the proceeds of which were used to purchase such Corporation Stock.

(b) Dividends

If dividends paid on shares of Corporation Stock are used to make a Loan payment, shares released from the suspense account as provided in Section 17.8(b) shall be allocated to Participants' Employer Matching Contribution Accounts in accordance with the provisions of Section 17.10(b). Dividends paid on shares of Corporation Stock that are not used to make a Loan payment shall be allocated to Participants' Employer Matching Contribution Accounts in the same manner as Participating Employer Contributions are allocated under provisions of Section 17.10(a), except as described in Section 7.14.

17.10 Allocable Shares

(a) Corporation Stock

Participating Employer Contributions that are not used to pay principal and interest on a Loan first shall be allocated to a Participant's Employer Matching Contribution Account to the extent necessary to fund the Employer Matching Contribution required pursuant to Section 3.5 of the Plan. To the extent that any additional Participating Employer Contributions remain unallocated in excess of the amount necessary to fund the Employer Matching Contribution required pursuant to Section 3.5 of the Plan, the Employer Matching Contribution shall be increased in increments of .01 a percentage point until the Participating Employer Contribution is completely allocated among Participants' Employer Matching Contribution Accounts.

Corporation Stock acquired with the proceeds of a Loan and released from the suspense account as a result of a Participating Employer Contribution used to pay principal or interest on such Loan shall be allocated to a Participant's Employer Matching Contribution Account based on the amount of Employer Matching Contribution to be made under Section 3.5 of the Plan.

(b) Dividends

For purposes of subsection 17.9(b), if dividends paid on shares of Corporation Stock that have not been allocated to a Participant's Account are used to make a Loan payment, shares released from the suspense account as provided in Subsection 17.8(b) shall be allocated to a Participant's Employer Matching Contribution Account in the same manner as Participating Employer Contributions as set forth in subsection 17.10(a) above. For purposes of subsection 17.9(b), if dividends paid on shares of Corporation Stock which have been allocated to a Participant's Account are used to make a Loan payment, shares released from the suspense account as provided in subsection 17.8(b) shall be treated as earnings on the Participant's Employer Matching Contributions and shall be allocated to a Participant's Employer Matching Contribution Account in the same manner as any other earnings on the Participant's Employer Matching Contributions.

Notwithstanding any provision to the contrary, the fair market value of the Corporation Stock allocated to a Participant's Employer Matching Contribution Account with respect to dividends paid on Corporation Stock allocated to such Account may not be less than the amount of dividends which otherwise would have been allocated.

17.11 Accounting for Allocations

The Administrative Committee shall adopt accounting procedures for the purpose of making the allocations, valuations, and adjustments to Participants' Employer Matching Contribution Accounts provided for in this Article. Except as provided in Treasury Regulation Section 54.4975-11, Corporation Stock acquired by the Plan shall be accounted for as provided under Treasury Regulation Section 1.402(a)-1(b)(2)(ii), allocations of Corporation Stock shall be made separately, and the Administrative Committee shall maintain adequate records of the cost basis of all shares of Corporation Stock allocated to each Participant's Employer Matching Contribution Account and furnish such information to the Trustee regarding the same as may be necessary to allow the Trustee to perform its duties under this Section 17.11 upon the written request of the Trustee. From time to time, the Administrative Committee may modify the accounting procedures for the purpose of achieving equitable and nondiscriminatory allocations among the Employer Matching Contribution Accounts of Participants in accordance with the general concepts of the Plan and the provisions of this Section.

17.12 Form of Distribution

The distribution in kind of a Participant's Employer Matching Contribution Account as provided in Section 8.5 is conditioned upon the availability of ESOP assets that are sufficiently liquid to effectuate such distribution without jeopardizing the financial position of the ESOP and taking into account debt service requirements of any Loan then outstanding.

17.13 Voting Corporation Stock

The Trustees shall vote any full and partial shares of Corporation Stock credited to a Participant's Account in accordance with the direction of such Participant. Such direction must be made in the manner prescribed by the Plan Manager. Any shares for which the Trustees do not receive instruction (including unallocated shares) shall be voted by the Trustees in the exercise of their sole discretion. When Participants or Beneficiaries are entitled to direct the manner in which voting rights of allocated Corporation Stock are to be exercised, the Corporation shall furnish the Trustee and the Participant or Beneficiary with a notice or information statement which complies with applicable law and the Corporation's charter and by-laws as applicable to security holders in general.

17.14 Dividend Election

In accordance with Section 622 of the Economic Growth Tax Relief and Reconciliation Act of 2001 (EGTRRA) and IRS Notice 2002-2, a Participant may make an annual election in accordance with procedures established by the Plan Manager to either (i) receive in cash any dividends paid on Corporation Stock held by the ESOP or (ii) have those dividends reinvested in shares of Corporation Stock to be held in the Participant's Account. A Participant who does not make an affirmative election to receive dividends in cash will be deemed to have chosen to have those dividends reinvested. Once a Participant elects to receive dividends in cash, the Participant will be deemed to have chosen to continue to do so until the Participant changes the election during a subsequent annual enrollment period.

If a Participant takes a hardship withdrawal under Section 9.2 of the Plan, the participant will be required to receive dividends in cash for six months following receipt of the hardship withdrawal.

A dividend election under the ISP by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan.

IN WITNESS WHEREOF, this amended and restated Plan is executed and adopted by The PNC Financial Services Group, Inc., by its duly authorized officer, this 16 day of December, 2004.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

ANNEX I
PAY CODES

ANNEX II
PARTICIPATING EMPLOYERS

ADVISORport
PFPC Trust Co.
PFPC Distributors, Inc.

**FIRST AMENDMENT TO
THE PFPC INC. RETIREMENT SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors the PFPC Inc. Retirement Savings Plan (the "Plan"); and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan, and the Corporation wishes to amend the Plan as set forth below.

NOW, THEREFORE, IT IS RESOLVED, that the Plan is hereby amended as follows:

1. Section 1.9 of the Plan is amended as set forth below to clarify the definition of disability:

1.9 "Disability" means a medically determinable physical condition of such severity and probable prolonged duration as to entitle a Participant to receive disability payments under a long-term disability income plan maintained by the Corporation and covering the Participant. For a Participant not covered by such a Plan, disability means a determination by the Social Security Administration that the Participant has a disability.

2. Section 6.1 of the Plan is amended effective November 22, 2005 to read as follows:

6.1 Participant Investment Elections

A Participant's Account balance is invested at the direction of the Participant in any or all of the Investment Funds, except that amounts held in a Participant's Employer Matching Contribution Account and ISP Matching Contribution Account are invested in Corporation Stock. Effective November 22, 2005, a Participant may elect to reinvest amounts in the Participant's Employer Matching Contribution Account and ISP Matching Contribution Account.

A Participant may make an investment election in accordance with procedures established by the Plan Manager. In the event that a Participant does not make an investment election, the Participant shall be deemed to have elected the Investment Fund as the Plan Manager may designate from time to time. An investment election remains in effect and applies to all subsequent contributions, other than Employer Matching Contributions, until the investment election is changed by the Participant in accordance with procedures established by the Plan Manager.

A Participant who has attained age 50 may make an election in accordance with procedures established by the Plan Manager to have future Employer Matching Contributions made in cash and automatically invested in accordance with the Participant's investment elections.

An investment election under the ISP made by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan.

3. Section 8.1 is amended effective March 28, 2005 by adding the following paragraph to the end of that Section:

In the event of an involuntary cashout greater than \$1,000, if the Participant does not elect to have such distribution paid to an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive the distribution directly, the Plan Administrator will pay the distribution in a direct rollover to an individual retirement account designated by the Plan Administrator.

4. The Plan is amended effective January 1, 2006, to add the following new Section 8.8:

8.8 Elective Transfers To The ISP

A Participant who is fully vested in the Participant's Account and who transfers employment to the Corporation or a participating employer in the ISP and becomes eligible to participate in the ISP may elect to transfer the Participant's entire Account under this Plan, including any outstanding loans, to the ISP.

5. Sections 9.2(a) and 9.2(b) of the Plan are amended effective January 1, 2006 to read as follows:

(a) Procedures and Funds Available

Upon the application of a Participant in accordance with the procedures established by the Plan Manager, the Plan Manager may authorize the Trustee to make a hardship withdrawal to a Participant if the Participant has an immediate and heavy financial need that cannot be reasonably satisfied from other resources of the Participant. The Plan Manager shall execute discretion in a uniform and nondiscriminatory manner.

Withdrawals under this Section 9.2 shall be limited to Participant's Elective Contributions and Catch-up Contributions made to this Plan and pre-tax contributions, including catch-up contributions, made under certain plans that merged into this Plan, Rollover Contributions made to this Plan and rollover contributions made under certain plans that merged into this Plan, other contributions made under certain plans that merged into this Plan that would have been eligible for regular withdrawal under Section 9.1 of the Plan, but were not available because of the two year holding period described in that Section. A hardship withdrawal will be charged in the order listed above.

(b) Events That Are Deemed To Constitute Immediate And Heavy Financial Need

For purposes of this Section, the following events will be deemed to constitute an immediate and heavy financial need:

- (1) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);
- (2) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);
- (3) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children, or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152(d)(1)(B));
- (4) Payments necessary to prevent the eviction of the Participant from the participant's principal residence or foreclosure on the mortgage on that residence;
- (5) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152(d)(1)(B));
- (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
- (7) Any other financial need considered immediate and heavy under IRS regulations, rulings, notices or other documents of general applicability.

6. Section 9.3 of the Plan is amended as set forth below to clarify the manner in which withdrawals are charged to investment funds:

9.3 Funding of Withdrawals

A withdrawal shall be charged to each applicable Investment Fund in the same proportion as the applicable sub-accounts' assets are distributed among investment funds.

7. Section 10.5 of the Plan is amended effective January 1, 2006 to read as follows:

(e) Funding of Loans

Loans shall be funded by a pro rata liquidation of the Participant's interest in each of the Investment Funds.

8. The first sentence of Section 10.10 is amended as follows to clarify that outstanding loans may continue to be repaid by a participant who continues to be employed by a controlled group corporation:

The outstanding balance of any loan granted to a Participant who terminates employment with the Employer for any reason shall be immediately repayable to the Plan together with interest then due, except that if the Participant transfers employment to the Corporation or a Related Entity, the Participant may continue to make loan repayments by payroll deduction.

9. Section 15.3 of the Plan is amended effective January 1, 2006 to add the following sentence to the end of that Section:

The practices and procedures established by the Administrative Committee may permit the Plan to charge a fee to a Participant's Account to process a qualified domestic relations order.

10. Section 15.7 of the Plan is amended effective March 28, 2005 to read as follows:

15.7 Unclaimed Amounts

It shall be the sole duty and responsibility of a retired or terminated Participant or a Beneficiary to keep the Trustee and the Employer apprised of that person's whereabouts and current address. If any benefit to be paid under this Plan cannot be distributed because of the Employer's or Trustee's inability, after a reasonable search, to locate a particular Participant or Beneficiary legally entitled to such benefit, it shall be handled as follows: If the amount of the benefit exceeds \$1,000, it shall be reinstated to the Participant's account; if the amount of the benefit is \$1,000 or less, it will be held by the Trustee in a special forfeiture account. In both cases, the amounts shall be invested in such Investment Fund as the Administrative Committee or the Plan Manager may designate from time to time. If such amount shall remain unclaimed at the time the Plan is finally terminated and the Trust liquidated, the unclaimed amount shall be subject to such other distributions as may be required or permitted by law.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 28th day of December, 2005.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**SECOND AMENDMENT TO
THE PFPC INC. RETIREMENT SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") sponsors the PFPC Inc. Retirement Savings Plan (the "Plan"); and

WHEREAS, the Corporation has the authority under Article XIV to amend the Plan;

WHEREAS, the Corporation desires to amend the Plan to incorporate changes requested by the Internal Revenue Service; and

NOW THEREFORE, IT IS RESOLVED, that the Plan is hereby amended, effective July 1, 2004, in the following respects.

1. The first sentence of Section 1.12 is amended to read as follows:
1.12 "Eligible Employee" means an Employee who has: (i) attained age 21; and (ii) in the case of a Salaried Employee, completed six consecutive months of Service with the Employer or a Related Entity, or, in the case of an Hourly Employee, completed one Year of Eligibility Service with the Employer or a Related Entity.
2. Section 1.50 is amended by adding the following sentence to the end of that Section:
Service also includes any period of service as a leased employee of the Employer or a Related Entity, within the meaning of Section 414(n)(2) of the Code, if and to the extent required under Section 414(n) of the Code upon being hired as an Employee.
3. Section 1.51 is amended by adding the following after the word "layoff)" in that Section:
; provided, however, in the case of an Employee who is absent from employment beyond the first anniversary of the first date of a parental absence, such Employee's Severance of Service date is the second anniversary of the first date of the parental absence. Notwithstanding, any provision in the Plan to the contrary, the period of time between the first and second anniversaries of the first date of parental absence shall neither be considered a period of Service nor a Period of Severance. For purposes of this Section, "parental absence" shall mean an Employee's absence from work by reason of: (i) pregnancy of the Employee; (ii) birth of a child of the Employee; (iii) placement of a child of the Employee in connection with adoption of such child by such Employee; or (iv) caring for such child for a period beginning immediately following such birth or placement."

4. Section 3.2 is amended by adding the following to the end of that Section:

Employer Transitional Contributions shall equal:

(a) Four percent of Compensation if as of January 1, 1999, the Participant (i) participated in The PNC Financial Services Group, Inc. Pension Plan (the "Pension Plan"), (ii) was actively employed by an Employer and (iii) was at least age 45 and had at least 15 years of Credited Service (as that term is defined in the Pension Plan) under the Pension Plan; or

(b) Two percent of Compensation if as of January 1, 1999, the Participant (i) participated in the Pension Plan, (ii) was not an individual listed in subparagraph (a), (iii) was actively employed by an Employer and (iv) was at least age 40 and had at least 10 years of Credited Service (as that term is defined in the Pension Plan) under the Pension Plan.

5. Section 3.5 is amended by adding the following sentence to the end of that Section:

The Employer Matching Contribution for any Plan Year will be paid to the Trustee as soon as administratively practicable after such contribution is authorized by the management of PFPC Inc., but in no event later than twelve months after the close of the Plan Year to which such Employer Matching Contribution relates.

6. Section 7.3(a) is amended, in its entirety, to read as follows:

(a) Amount of Limitation

Notwithstanding any other provision of this Plan, the total "annual additions" (which in accordance with Code Section 415(c), means the sum for any year of Employer contributions, Employee contributions and forfeitures) to the Account of any Participant under this Plan and any other defined contribution plan or plans maintained by the Employer or a Related Entity for any Plan Year shall not exceed the lesser of (i) 100 percent of the Participant's "compensation" (which in accordance with Code Section 415(c)(3) and Treasury Regulation Section 1.415-2(d), is defined as compensation reported on Form W-2 and includes (A) any elective deferral (as defined in Code Section 402(g)(3)) and (B) any amount that is contributed or deferred by the Employer at the election of the Employee that is not includible in the Employee's gross income by reason of Code Sections 124, 132(f)(4) or 457) or (ii) \$40,000, as adjusted for increases in cost-of-living under Code Section 415(d).

7. Section 7.4 of the Plan is amended, in its entirety, to read as follows:

7.4 Actual Deferral Percentage Test

The Plan is intended to satisfy the actual deferral percentage test of Code Section 401(k)(3)(A)(ii) by utilizing the Code's design-based safe harbor.

8. Section 7.5 of the Plan is amended, in its entirety, to read as follows:

7.5 Actual Contribution Percentage Test

The Plan is intended to satisfy the actual contribution percentage test of Code Section 401(m)(2)(A) by utilizing the Code's design-based safe harbor."

9. Section 14.3 is amended by adding the following sentence to the end of that Section:

In event of a complete discontinuance of contributions under the Plan, the Account of each affected Participant will be nonforfeitable.

10. A new Section 14.4 is added to read as follows:

14.4 Full Vesting on Termination of Plan

Upon partial termination or termination of the Plan, each Participant directly affected by such partial termination or termination will be fully vested in his or her Account to the extent funded as of such date.

11. Section 16.1(b) is amended in its entirety to read as follows:

(b) "Determination Date" means with respect to any Plan Year, the last day of the preceding Plan Year, except that the Determination Date with respect to the first Plan Year, shall mean the last day of such Plan Year. For purposes of this Article XVI, the Determination Date also is the valuation date occurring within the 12-month period ending on the Determination Date.

12. Section 16.1(d) is amended by adding the following paragraph to the end of that Section.

For purposes of subsections 16.1(d)(1)(A) and 16.1(d)(2)(A), the present value of accrued benefits for employees (other than Key Employees) will be determined under an accrual method uniformly used under all plans maintained by an Employer in the Aggregation Group or, if no such method exists, under the slowest accrual method permitted under the fractional accrual rate of Code Section 411(b)(1)(C) and including the present value of any part of any accrued benefits distributed in the five-year period ending on the Determination Date.

13. Section 16.1(h) is amended by replacing the second sentence to read as follows:

However, for purposes of determining whether an employee is a Key Employee, the compensation to be used is compensation as defined in Section 415(c)(3) of the Code.

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14. Section 16.3 is amended by adding the following sentence to end of the first paragraph of that Section:
Any allocation to a Non-key Employee shall be made without regard to the person's hours of service, level of Compensation, or whether such person declined to make elective deferrals or mandatory contributions.
15. Section 16.4 is amended by adding the following sentence to the end of that Section:
The required allocation may not be forfeited under Sections 411(a)(3)(B) or 411(a)(3)(D) of the Code.

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 8th day of April, 2006.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**THIRD AMENDMENT TO
THE PFPC INC. RETIREMENT SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. ("PNC") sponsors the PFPC Inc. Retirement Savings Plan (the "Plan");

WHEREAS, Section 14.1 of the Plan authorizes PNC to amend the Plan; and

WHEREAS, PNC wishes to amend the Plan to (i) provide that beneficiaries are permitted to designate beneficiaries under the Plan, (ii) provide for rollover contributions from The PNC Financial Services Group, Inc. Pension Plan for former employees and (iii) clarify certain provisions of the Plan.

NOW THEREFORE, IT IS RESOLVED, that the Plan is hereby amended in the following respects.

1. Effective September 15, 2007, Section 1.3 of the Plan is amended to add the following sentence to the end thereof:

"Effective September 15, 2007, "Beneficiary" means the person or persons or trust or estate designated by a Participant or Beneficiary under Section 2.2."

2. Effective September 15, 2007, Section 2.2(d) of the Plan is amended to add the following paragraph to the end thereof:

"Effective September 15, 2007 and notwithstanding anything in this Section 2.2(d) to the contrary, a Beneficiary is permitted to designate a Beneficiary under the Plan and to change such designation at a future date. If a Beneficiary does not designate a Beneficiary under the Plan, any remaining benefits to be paid will be paid in equal shares to and among the person or persons who are shown, to the reasonable satisfaction of the Plan Manager, to be within the first of the following five classes of potential Beneficiaries which contain one or more members surviving at the death of the Beneficiary: (i) the Beneficiary's Spouse; (ii) the Beneficiary's issue, per stirpes; (iii) the Beneficiary's parents; (iv) the Beneficiary's brothers and sisters; or (v) the Beneficiary's executors or administrators."

3. Effective January 1, 2007, Section 3.6 of the Plan is amended in its entirety to read as follows:

"3.6 Rollover Contributions

The Plan Manager may permit, pursuant to a written request, either a Participant or an Employee (even an Employee who is not an Eligible Employee) to make a Rollover Contribution. Further, the Plan Manager, pursuant to a written request,

may permit a former Participant to make a Rollover Contribution from the Pension Plan. A request to make a Rollover Contribution shall be made in accordance with procedures established by the Plan Manager. The written request shall set forth the amount of such Rollover Contribution and contain a statement, satisfactory to the Plan Manager, that such contribution constitutes a Rollover Contribution.

In the case of a Rollover Contribution made by an Employee who is not yet a Participant, such Employee will not become a Participant until the requirements of Article II are satisfied. Until such Employee becomes a Participant, the Employee is not entitled to make or receive contributions under the Plan or to take loans or withdrawals from the Rollover Contribution Account. However, the Employee will be responsible for investing the Rollover Contribution in accordance with Article VI.

Unless the Plan Manager, in its sole discretion, determines otherwise, any expenses incurred incident to the transfer or rollover of such property to the Plan shall be paid by the Participant, former Participant, or Employee.

4. Effective September 15, 2007, Section 12.6 of the Plan is hereby amended in its entirety to read as follows:

“The Administrative Committee shall hold meetings upon such notice, at such place and at such times as it may decide; provided, that a meeting shall be held at least once each Plan Year. A majority of the Administrative Committee shall constitute at least one-half of the appointed members of the Administrative Committee, and any action that the Plan authorizes or requires the Administrative Committee to take shall require the written approval or affirmative vote of a majority of its then members, but not less than two, unless authority to take such action has been delegated or allocated as provided herein.”

Executed and adopted by The PNC Financial Services Group, Inc. by its duly authorized delegate this 3rd day of September, 2007.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**FOURTH AMENDMENT TO
THE PFPC INC. RETIREMENT SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. ("PNC") sponsors the PFPC Inc. Retirement Savings Plan (the "Plan");

WHEREAS, Section 14.1 of the Plan authorizes PNC to amend the Plan; and

WHEREAS, PNC wishes to amend the Plan to (i) restrict the deferral elections of participants who are participants in The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan, (ii) provide that participants may elect installment payments under the Plan, and (iii) clarify certain provisions of the Plan.

NOW THEREFORE, IT IS RESOLVED, that the Plan is hereby amended in the following respects.

1. Effective January 1, 2008, Section 3.3 of the Plan is amended in its entirety to read as follows:

"3.3. Employee Elective Contributions

An Eligible Employee may elect, by filing an Elective Contribution Agreement in accordance with procedures established by the Plan Manager, to contribute to the Plan an amount equal to any whole number percentage between one and 20 percent of the Eligible Employee's Compensation per pay period. Employee Elective Contributions shall be collected by the Employer through deductions each pay period from the Participant's Compensation and paid by the Employer to the Trust in accordance with applicable law.

A Participant may elect to change or discontinue future Employee Elective Contributions. The Participant must make such election at the time and in the manner designated in accordance with guidelines established by the Administrative Committee. An election shall be effective on the next pay date; provided, that the election is made at least nine days before the pay date. A Participant who discontinues Employee Elective Contributions may resume Employee Elective Contributions by completing and filing a new Elective Contribution Agreement. Effective January 1, 2008, a Participant who has elected to make deferrals for a particular year under The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan will not be permitted to change his deferral election percentage under the Plan for such year after the start of the corresponding Plan Year.

An election to make pre-tax contributions under the ISP made by a Participant whose ISP account balance is transferred to this Plan also will be transferred to and be effective under this Plan."

2. Effective January 1, 2007, Section 8.4 is amended in its entirety to read as follows:

“8.4 Method of Payment

(a) Lump Sum or Installments

If a Participant’s employment terminates for any reason other than death and the Participant’s Account balance exceeds the involuntary cashout limit described in Section 8.1, the Participant’s Account balance shall be paid, at the Participant’s election, either in a single lump sum or in periodic installments over a period not to exceed the lesser of 15 years or the life expectancy of the Participant (or the joint life expectancy of the Participant and the Participant’s Spouse, if married). If a Participant elects periodic installments, such election is irrevocable.

If a Participant’s employment terminates by reason of death or if the Participant’s Account balance does not exceed the involuntary cashout limit described in Section 8.1, the Participant’s Account balance will be paid in a single lump sum.”

(b) Additional Rules Applicable to Installments

In the case of installments, the amount of each payment shall be determined by dividing the Participant’s then Account balance by the number of installments remaining unpaid. The Participant shall be permitted to invest the remaining Account balance pursuant to the terms of the Plan.

In the case of a Participant who receives a distribution of the Participant’s Account balance because of Disability, who elected to have the Participant’s benefits paid in installments and who then recovers from the Disability and returns to service with an Employer, any remaining installment payments will cease and the remainder of the Participant’s Account balance will be distributed in accordance with this Article VIII. In the case of a Participant who dies while receiving installments, the installments will cease upon the death of the Participant and the only permitted distribution option thereafter will be a lump sum.”

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 1st day of December, 2007 pursuant to the authority delegated by the Corporation’s Personnel and Compensation Committee.

/s/ William E. Rosner

William E. Rosner

Senior Vice President and Chief Human Resources Officer

**FIFTH AMENDMENT TO
THE PFPC INC. RETIREMENT SAVINGS PLAN**

WHEREAS, The PNC Financial Services Group, Inc. ("PNC") sponsors the PFPC Inc. Retirement Savings Plan (the "Plan"), which covers the employees of PFPC Inc., a subsidiary of PNC, and certain of its affiliates;

WHEREAS, Section 14.1 of the Plan authorizes PNC to amend the Plan; and

WHEREAS, PNC wishes to amend the Plan to (i) comply with the requirements of final Treasury Regulations issued under Section 415 of the Internal Revenue Code of 1986, as amended; (ii) reflect the change of PFPC, Inc.'s name to PNC Global Investment Servicing (U.S.) Inc.; (iii) comply with certain requirement of the Pension Protection Act of 2006; (iv) provide for the transfer of certain participants' accounts from the Plan to the PNC Incentive Savings Plan; (v) provide for an account maintenance fee for certain terminated vested participants; (vi) change the date for determination of the rate of interest charged on a Plan loan; (vii) add language outlining a Participant's obligation to notify Plan fiduciaries of errors or omissions regarding a Participant's Plan Account; and (viii) provide for the merger of the Coates Analytics Retirement Plan and the Albridge Solutions 401(k) Plan into the Plan.

NOW THEREFORE, IT IS RESOLVED, that the Plan is hereby amended in the following respects:

1. Effective January 1, 2008, Section 1.6 of the Plan is amended in its entirety to read as follows:

"1.6 'Compensation' means the total wages, salaries, commissions, fees for professional services, and other amounts received by a Participant (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income or would have been includible in gross income but for an election under Code Section 125, 132(f)(4), 402(e)(3) or 402(h), including, but not limited to, Employee Elective Contributions and Employee Catch-up Contributions. Compensation does not include Employer Basic Contributions, Employer Transitional Contributions or Employer Matching Contributions, and does not include Employer contributions to any other pension plan or any welfare plan. Annex I contains a list of all pay codes that are treated as Compensation.

Compensation does not include amounts received by a Participant through accident or health insurance for personal injuries or sickness; amounts reimbursed by the Employer for moving expenses; the value of a nonstatutory stock option granted to the Participant by the Employer; amounts includible in gross income upon making the election described in Code Section 83(b); amounts includible in gross income under the rules of Code Section 409A or because amounts were constructively received by the Participant; amounts realized from the exercise of a nonstatutory stock option or when restricted stock (or property) held by

the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture; payments from a plan of deferred compensation not qualified under Code Section 401(a); amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that premiums are not includible in gross income and are not salary reduction amounts under Code Section 125); amounts paid as gross-up payments or director's fees; and other similar amounts.

Compensation does not include severance pay or any other amounts paid after the Participant's severance from employment with the Employer; except that Compensation does include (a) regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments that would have been paid to the Participant if the Participant had continued in employment with the Employer if such amounts are paid by the later of 2- 1/2 months after the severance from employment or the end of the Plan Year that includes the date of severance from employment; and (b) payments to a Participant not currently performing services for the Employer by reason of qualified military service (as defined under Code Section 414(u)(1)) to the extent those payments do not exceed the amount the individual would have received if he or she had continued performing services for the Employer.

No amount shall be included in Compensation if otherwise excluded by the terms of Code Section 415. A Participant's Compensation for a Plan Year shall not exceed the Code Section 401(a)(17) limit, which is \$230,000 (as adjusted by the Secretary of the Treasury or by statute)."

2. Effective August 1, 2008, Section 1.18 of the Plan is amended in its entirety to read as follows:

"1.18 'Employer' means PNC Global Investment Servicing (U.S.) Inc. and any Participating Employer."

3. Effective August 1, 2008, Section 1.37 of the Plan is amended in its entirety to read as follows:

"1.37 'Plan' means the PNC Global Investment Servicing Inc. Retirement Savings Plan."

4. Effective January 1, 2009, new Section 3.7 is added to the Plan to read as follows:

"Effective January 1, 2009, if a participant in the ISP transfers employment to PNC GIS or any Participating Employer in the Plan and becomes eligible to participate in the Plan, the Trustee shall accept a transfer of his entire account under the ISP (including vested and unvested amounts and outstanding loans) as soon as administratively practicable following the date the employee becomes eligible to participate in the Plan. With respect to the transferred amounts, all benefits, rights and features that are required to be protected under Code Section 411(d)(6) shall be protected under the Plan."

5. Effective January 1, 2008, Section 7.3(a) of the Plan is amended in its entirety to read as follows:

“(a) Amount of Limitation

Notwithstanding any other provision of the Plan, the total “annual additions” (which, in accordance with Code Section 415(c), means the sum for any year of Employer contributions, Employee contributions and forfeitures) to the Account of any Participant under this Plan and any other defined contribution plan or plans maintained by the Employer or a Related Entity for any Plan Year shall not exceed the lesser of (i) \$40,000, as adjusted for increases in the cost-of-living under Code Section 415(d) or (ii) 100% of the Participant’s compensation for the Plan Year. For purposes of this limit, “compensation” shall be compensation within the meaning of Treasury Regulation Section 1.415-2(d)(4), which includes compensation reported on Form W-2 and includes any amount that is not includible in the Employee’s gross income by reason of Code Section 125, 132(f)(4) 402(e)(3) or 402(h).

Compensation does not include severance pay or any other amounts paid after the Participant’s severance from employment with the Employer; except that Compensation does include regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments that would have been paid to the Participant if the Participant had continued in employment with the Employer if such amounts are paid by the later of 2-1/2 months after the severance from employment or the end of the Plan Year that includes the date of severance from employment.

Compensation also includes amounts paid to a Participant not currently performing services for the Employer by reason of qualified military service (as defined under section 414(u)(1) of the Code) to the extent those payments do not exceed the amount the individual would have received if he or she had continued performing services for the Employer.

No amount shall be included in compensation if otherwise excluded by the terms of Code Section 415. A Participant’s compensation shall not exceed the Code Section 401(a)(17) limit, which is \$230,000 (as adjusted by the Secretary of the Treasury or by statute).”

6. For purposes of the rollover provisions of Section 8.7(a) of the Plan, effective for distributions made after December 31, 2006, Distributee also includes a non-spouse Beneficiary.

7. For purposes of the rollover provisions of Section 8.7(b) of the Plan, (i) effective for distributions made after December 31, 2006, with respect to an Eligible Rollover Distribution made to a non-Spouse Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity that accepts a direct trustee-to-trustee transfer from the Plan only and (ii) effective for distributions made after December 31, 2007, Eligible Retirement Plan also means a Roth IRA.

8. Effective January 1, 2009, the following new sentence is added to Section 8.8 of the Plan immediately at the end thereof:

“Effective January 1, 2009, if a Participant transfers employment to the Corporation or another participating employer in the ISP and becomes eligible to participate in the ISP, the Trustee shall transfer his entire Account (including vested and unvested amounts and outstanding loans) to the ISP as soon as administratively practicable following the date the Participant becomes eligible to participate in the ISP.”

9. Effective January 1, 2008, new Section 8.9 is added to the Plan to read as follows:

“8.9 Account Maintenance Fee after Distribution

If a Participant’s Account has been distributed in accordance with the Participant’s (or Beneficiary’s) election following the Participant’s termination of employment, Total Disability or death, and there exists with respect to such Account at any time after such distribution, an Account balance of \$5.00 or less, such Account will be subject to an annual account maintenance fee in an amount determined by the Plan Administrator and applied equally to all such Accounts.”

10. Section 10.6 of the Plan is amended to add the following new clause immediately at the end thereof:

“; provided that the rate of interest charged on a loan issued on or after May 15, 2008, will be the prime rate of interest as announced by PNC Bank, N.A. on the 15th day of the month preceding the date the Participant submits the loan application.”

11. Effective January 1, 2008, Article XII of the Plan is amended to add new Section 12.13 to read as follows:

“12.13 Participant Obligations and Duty to Notify Plan Fiduciary of Errors or Omissions

In order for a Plan fiduciary (as determined under ERISA) to correct or otherwise rectify any errors or omissions with regard to a Participant’s Account under the Plan, each Participant has an affirmative obligation to monitor his Account to ensure that all directions, instructions and elections made by the Participant with respect to his Account are properly effected. Consistent with such obligation, each Participant is required to promptly review all statements, confirmations and other notices and disclosures with respect to his Account, as well as all payroll confirmations, notices and disclosures

pertaining to such Participant's Elective Contributions and Elective Contribution Agreement with respect to the Plan. If a Plan fiduciary or an individual or entity with authority delegated by a Plan fiduciary acts or fails to act with respect to a Participant or a Participant's Account under the Plan and the Participant knows or should have known that such act or failure to act was incorrect or inconsistent with the Plan, ERISA or its regulations, the Code, and/or the Participant's investment instructions, elections, or other directions, the Participant's failure to notify the Plan fiduciary (or the Plan fiduciary's delegate) within 90 days that such act or failure to act was incorrect or inconsistent with the Participant's election shall be deemed to be an acceptance and ratification of the Plan fiduciary's (or the Plan fiduciary's delegate) act or failure to act."

12. Effective August 1, 2008, Annex II of the Plan is hereby amended in its entirety to read as follows:

"Advisorport, Inc.
 Albridge Solutions, Inc.
 PFPC Inc.
 PFPC Trust Co.
 PFPC Distributors, Inc.
 Coates Analytics, LP
 BB&T AM Distributors, Inc."

13. Effective January 1, 2008, the Plan is amended to add new Annex III in its entirety, as set forth below:

ANNEX III

PRIOR PLANS AND PROTECTED BENEFITS

<u>PRIOR PLAN NAME</u>	<u>MERGER DATE</u>	<u>PROTECTED BENEFITS (IF ANY)</u>
Coates Analytics Retirement Plan (the "Coates Plan")	The Coates Plan Trust will merge into the Plan's Trust as soon as practicable after May 5, 2008. For sake of clarity, former Coates Plan Participants may begin making Employee Elective Contributions to the Plan beginning with the first pay period beginning on or after January 1, 2008.	<p><u>Total and Permanent Disability</u></p> <ul style="list-style-type: none"> A Participant in the Coates Plan may withdraw all or part of his or her Coates Participant's Combined Account if he or she meets the definition of "Total and Permanent Disability" under the Coates Plan. Under the Coates Plan, "Total and Permanent Disability" means the inability to engage in any occupation for wage or profit for which the Participant is reasonably fitted by training, education or experience by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Coates Plan Participant shall be determined by a licensed physician chosen by the Plan Administrator. However, if the condition constitutes total disability under the federal Social Security Act, the Plan Administrator, may rely upon such determination that the Participant is Totally and Permanently Disabled.

PRIOR PLAN NAME	MERGER DATE	PROTECTED BENEFITS (IF ANY)
Albridge Solutions 401(k) Plan (the "Albridge Plan")	The Albridge Plan Trust will merge into the Plan's Trust as soon as practicable after November 4, 2008. For sake of clarity, former Albridge Plan Participants may begin making Employee Elective Contributions to the Plan beginning with the first pay period beginning on or after July 1, 2008.	<p data-bbox="1073 86 1557 115"><u>Total and Permanent Disability</u></p> <ul data-bbox="1073 115 1557 472" style="list-style-type: none"> <li data-bbox="1073 115 1557 241">• A Participant in the Albridge Plan may withdraw all or part of his or her Albridge Participant's Account if he or she meets the definition of "Total and Permanent Disability" under the Albridge Plan. <li data-bbox="1073 241 1557 472">• Under the Albridge Plan, Total and Permanent Disability means a physical or mental condition of the Participant resulting from bodily injury, disease, or mental disorder which renders such Participant incapable of continuing usual and customary employment with the Employer. The disability of an Albridge Plan Participant shall be determined by a licensed physician chosen by the Plan Administrator. <p data-bbox="1073 493 1557 522"><u>In-Service Distribution</u></p> <ul data-bbox="1073 522 1557 598" style="list-style-type: none"> <li data-bbox="1073 522 1557 598">• An Albridge Plan Participant may withdraw all or part of his or her Vested Plan Account upon attainment of age 59 1/2 . <p data-bbox="1073 619 1557 648"><u>Vesting</u></p> <p data-bbox="1073 648 1557 760">The vesting schedule(s) that applied under the Albridge Plan prior to the merger shall continue to apply to amounts accrued under the Albridge Plan prior to the merger."</p>

14. Effective August 1, 2008, the Plan is amended to change its name to "PNC Global Investment Servicing Inc. Retirement Savings Plan."

15. Effective August 1, 2008, all other references in the Plan to "The PFPC Inc. Retirement Savings Plan" shall be amended to refer instead to the "PNC Global Investment Servicing Inc. Retirement Savings Plan."

16. Effective August 1, 2008, all other references in the Plan to "PFPC Inc." shall be amended to refer instead to "PNC Global Investment Servicing (U.S.) Inc."

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 31st day of December, 2008 pursuant to the authority delegated by the Corporation's Personnel and Compensation Committee.

/s/ Joan L. Gulley

Joan L. Gulley
Chief Human Resources Officer

[Letterhead of Morgan, Lewis & Bockius LLP]

March 18, 2009
The PNC Financial Services Group, Inc.
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222-2707

Re: The PNC Financial Services Group, Inc.
Registration Statement on Form S-8 Relating to The PNC Financial
Services Group, Inc. Incentive Savings Plan and the PNC Global
Investment Servicing Inc. Retirement Savings Plan

Ladies and Gentlemen:

We have acted as counsel to The PNC Financial Services Group, Inc., a Pennsylvania corporation (the "Company"), in connection with the preparation of a registration statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to 30,000,000 shares of PNC's common stock, par value \$5.00 per share (the "Common Stock"), including 26,500,000 shares to be issued under The PNC Financial Services Group, Inc. Incentive Savings Plan (the "ISP") and 3,500,000 shares of Common Stock to be issued under the PNC Global Investment Servicing Inc. Retirement Savings Plan (the "RSP"). We have examined such certificates, records, statutes and other documents as we have deemed relevant in rendering this opinion.

As to matters of fact, we have relied on a certificate and representations of officers of the Company. In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of the documents submitted to us as originals, the conformity with the originals of all documents submitted to us as certified, facsimile or photostatic copies and the authenticity of the originals of all documents submitted to us as copies.

Based upon the foregoing, it is our opinion that the shares of Common Stock originally issued by the Company to participants under the ISP and the RSP, when issued and delivered by the Company in accordance with the terms of the applicable plan, will be duly authorized, validly issued, fully paid and non-assessable. The opinion set forth above is limited to the laws of the Commonwealth of Pennsylvania.

We hereby consent to the use of this opinion as Exhibit 5.1 to the Registration Statement. In giving such opinion, we do not thereby admit that we are acting within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission thereunder.

Very truly yours,

/s/ MORGAN, LEWIS & BOCKIUS LLP

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 17 2002

PNC FINANCIAL SERVICES GROUP INC
ONE PNC PLAZA
PITTSBURGH, PA 15222

Employer Identification Number:
25-1435979
DLN:
17007008032022
Person to Contact:
THOMAS SCHUTZMAN ID# 11325
Contact Telephone Number:
(877) 829-5500
Plan Name:
THE PNC FINANCIAL SERVICES GROUP
INC INCENTIVE SAVINGS PLAN
Plan Number: 001

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b) (3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provide examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination is subject to your adoption of the proposed amendments submitted in your letter dated April 15, 2002. The proposed amendments should be adopted on or before the date prescribed by the regulations under Code section 401(b).

This determination letter is applicable for the amendment(s) executed on December 20, 2001.

This plan satisfies the requirements of Code section 4975(e) (7).

This letter considers the changes in qualification requirements made by the Uruguay Round Agreements Act, Pub. L. 103-465, the Small Business Job Protection Act of 1996, Pub. L. 104-188, the Uniformed Services Employment and Reemployment Rights

Letter 835 (DO/CG)

PNC FINANCIAL SERVICES GROUP INC

Act of 1994, Pub. L. 103-353, the Taxpayer Relief Act of 1997, Pub. L. 105-34, the Internal Revenue Service Restructuring and Reform Act of 1998, Pub. L. 105-206, and the Community Renewal Tax Relief Act of 2000, Pub. L. 106-554.

This letter may not be relied on with respect to whether the plan satisfies the requirements of section 401(a) of the Code, as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001, Pub. L. 107-16.

The requirement for employee benefits plans to file summary plan descriptions (SPD) with the U.S. Department of Labor was eliminated effective August 5, 1997. For more details, call 1-800-998-7542 for a free copy of the SPD card.

We have sent a copy of this letter to your representative as indicated in the power of attorney.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely yours,

/s/ Paul T. Shultz

Paul T. Shultz

Director,

Employee Plans Rulings & Agreements

Enclosures:
Publication 794

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 07 2006

PNC FINANCIAL SERVICES GROUP INC
C/O KATHRYN A ENGLISH
ECKERT SEAMANS CHERIN & MELLOTT LLC
600 GRANT ST US STEEL TOWER
PITTSBURGH, PA 15219-0000

Employer Identification Number:
25-1435979
DLN:
17007032012025
Person to Contact:
MARGARET C BISBERG ID# 75107
Contact Telephone Number:
(312) 566-3869
Plan Name:
PFPC INC RETIREMENT SAVINGS PLAN
Plan Number: 012

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b) (3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provide examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination is subject to your adoption of the proposed amendments submitted in your letter dated January 18, 2006. The proposed amendments should be adopted on or before the date prescribed by the regulations under Code section 401(b).

This determination letter is applicable for the plan adopted on December 16, 2004.

This plan satisfies the requirements of Code section 4975(e) (7).

This letter considers the changes in qualification requirements made by the Uruguay Round Agreements Act, Pub. L. 103-465, the Small Business Job Protection Act of 1996, Pub. L. 104-188, the Uniformed Services Employment and Reemployment Rights

Letter 835 (DO/CG)

PNC FINANCIAL SERVICES GROUP INC

Act of 1994, Pub. L. 103-353, the Taxpayer Relief Act of 1997, Pub. L. 105-34, the Internal Revenue Service Restructuring and Reform Act of 1998, Pub. L. 105-206, and the Community Renewal Tax Relief Act of 2000, Pub. L. 106-554.

This letter may not be relied on with respect to whether the plan satisfies the requirements of section 401(a) of the Code, as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001, Pub. L. 107-16.

The requirement for employee benefits plans to file summary plan descriptions (SPD) with the U.S. Department of Labor was eliminated effective August 5, 1997. For more details, call 1-800-998-7542 for a free copy of the SPD card.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read and keep it with this letter.

We have sent a copy of this letter to your representative as indicated in the power of attorney.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely yours,

/s/ Robert P. Bell

Robert P. Bell

Manager, EP Determinations

Enclosures:
Publication 794
Addendum

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 2, 2009 relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, which appears in The PNC Financial Services Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
March 13, 2009

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 1, 2007, February 4, 2008, as to the effects of the restatement discussed in Note 1 (which report expresses an unqualified opinion and includes explanatory paragraphs relating to the restatement discussed in Note 1, the Corporation's adoption of Statement of Financial Accounting Standard No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)" and the Corporation's use of the equity method of accounting to recognize its investment in BlackRock, Inc.) relating to the consolidated financial statements of The PNC Financial Services Group, Inc. (the "Corporation") appearing in the Annual Report on Form 10-K of the Corporation for the year ended December 31, 2008, our report dated June 20, 2007, appearing in the Annual Report on Form 11-K of The PNC Financial Services Group, Inc. Incentive Savings Plan for the year ended December 31, 2007 and our report dated June 20, 2007 appearing in the Annual Report on Form 11-K of the PFPC Inc. Retirement Savings Plan (subsequently renamed the PNC Global Investment Servicing Retirement Savings Plan) for the year ended December 31, 2007. We also consent to the reference to us under the heading "Experts" in this Registration Statement.

/s/ Deloitte & Touche LLP
Pittsburgh, Pennsylvania
March 16, 2009

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference of our report dated February 27, 2009, relating to the consolidated financial statements of BlackRock, Inc. appearing in the Annual Report on Form 10-K of BlackRock, Inc. for the year ended December 31, 2008, which is incorporated by reference in the Annual Report on Form 10-K of The PNC Financial Services Group, Inc. (the "Corporation") for the year ended December 31, 2008, in this Registration Statement on Form S-8 of the Corporation.

/s/ Deloitte & Touche LLP
New York, New York
March 16, 2009

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in this Registration Statement of The PNC Financial Services Group, Inc. on Form S-8 of our report dated June 26, 2008, appearing in the Annual Report on Form 11-K of The PNC Financial Services Group, Inc. Incentive Savings Plan for the year ended December 31, 2007 and of our report dated June 26, 2008, appearing in the Annual Report on Form 11-K of the PFPC Inc. Retirement Savings Plan (subsequently re-named the PNC Global Investment Servicing Inc. Retirement Savings Plan) for the year ended December 31, 2007. We also hereby consent to the reference to us under the heading "Experts" in this Registration Statement.

/s/ Milligan & Company, LLC
Milligan & Company, LLC
Philadelphia, Pennsylvania
March 16, 2009

POWER OF ATTORNEY

The PNC Financial Services Group, Inc.

Each of the undersigned directors and/or officers of The PNC Financial Services Group, Inc. ("PNC"), a Pennsylvania corporation, hereby names, constitutes and appoints Richard J. Johnson, Samuel R. Patterson, Karen M. Barrett, and George P. Long, III, and each of them individually, with full power to act without the others and with full power of substitution and resubstitution, the undersigned's true and lawful attorney-in-fact and agent to execute for the undersigned and in his or her name, place and stead, in any and all capacities, one or more Registration Statements on Form S-8 (or other appropriate form) to be filed for: (1) the registration of deferred obligations in and interests of participation pursuant to the plans set forth on Exhibit A hereto; or (2) the offering and/or sale of shares of PNC common stock in connection with the plans set forth on Exhibit A hereto; and in addition to the plans set forth on Exhibit A hereto, any successor plan or plans, and any and all amendments (including post-effective amendments) to such Registration Statement or Registration Statements, and to file the same, with all exhibits thereto, and any and all other documents in connection therewith, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulating body, hereby granting to said attorneys-in-fact and agents, and each of them acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as the undersigned might or could do in person;

And each of the undersigned hereby ratifies and confirms all that any said attorney-in-fact and agent, or any substitute, lawfully does or causes to be done by virtue hereof.

IN WITNESS WHEREOF, the following persons have duly signed this Power of Attorney as of this 18th day of March, 2009.

<u>Name/Signature</u>	<u>Capacity</u>
<u>/s/ James E. Rohr</u> James E. Rohr	Chairman, Chief Executive Officer (Principal Executive Officer) and Director
<u>/s/ Richard J. Johnson</u> Richard J. Johnson	Chief Financial Officer (Principal Financial Officer)
<u>/s/ Samuel R. Patterson</u> Samuel R. Patterson	Controller (Principal Accounting Officer)

<u>/s/ Richard O. Berndt</u> Richard O. Berndt	Director
<u>/s/ Charles E. Bunch</u> Charles E. Bunch	Director
<u>/s/ Paul W. Chellgren</u> Paul W. Chellgren	Director
<u>/s/ Robert N. Clay</u> Robert N. Clay	Director
<u>/s/ George A. Davidson, Jr.</u> George A. Davidson, Jr.	Director
<u>/s/ Kay Coles James</u> Kay Coles James	Director
<u>/s/ Richard B. Kelson</u> Richard B. Kelson	Director
<u>/s/ Bruce C. Lindsay</u> Bruce C. Lindsay	Director
<u>/s/ Anthony A. Massaro</u> Anthony A. Massaro	Director
<u>/s/ Jane G. Pepper</u> Jane G. Pepper	Director
<u>/s/ Donald J. Shepard</u> Donald J. Shepard	Director
<u>/s/ Lorene K. Steffes</u> Lorene K. Steffes	Director
<u>/s/ Dennis F. Strigl</u> Dennis F. Strigl	Director
<u>/s/ Stephen G. Thicke</u> Stephen G. Thicke	Director
<u>/s/ Thomas J. Usher</u> Thomas J. Usher	Director
<u>/s/ George H. Walls, Jr.</u> George H. Walls, Jr.	Director
<u>/s/ Helge H. Wehmeier</u> Helge H. Wehmeier	Director

EXHIBIT A
Employee Benefit Plans

The PNC Financial Services Group, Inc. Incentive Savings Plan
PNC Global Investment Servicing Inc. Retirement Savings Plan